IUE-CWA 401(k) Retirement Savings and Security Plan Summary Plan Description

Administered by the IUE-CWA Pension Fund
www.iuepension.org

As Amended January 1, 2015

Summary of Material Modifications
For the IUE-CWA 401(k) Plan
March 2017

Changes to the IUE-CWA 401(k) Plan have been made since the printing of the Summary Plan Description in 2015.

- Website and Phone Numbers
  With the transition of the Plan from Mercer to Transamerica, some of the communication numbers have changed:

  Toll-free to Transamerica Automated Line: 888-976-8171
  Website to Transamerica: https://secure.transamerica.com/ddol/util/login.html
  Website help line: 877-348-3365

  You may reach the Plan Office Monday – Friday, 9am to 5pm Eastern
  Toll-free: 888-803-7449
  www.iuepension.org

- Plan Fees
  There are various administrative and investment expenses associated with operating the Plan. All expenses are paid from the IUE-CWA 401(k) Retirement Savings and Security Plan Fund, using the following participant fees:
  $7.50 quarterly administrative fee
  11.25 quarterly basis point fee (0.1125% of account balance)

  Administration and recordkeeping fees may be adjusted periodically with advanced notice to participants to ensure the Plan's ability to maintain administrative support of its operation.

  Fee to process Participant loans: $250

This memorandum constitutes a summary of material modifications and should be retained for future reference. In the event that any provision of this summary are inconsistent with the terms of the Plan document, the Plan document shall govern. If you would like to review the Plan document or have any questions, please feel free to contact the Plan Office at 888-803-7449 or visit our website at www.iuepension.org.

IUE-CWA 401(k) Plan -- Appendix A

Please note: the following are brief descriptions of the funds offered by the Plan as of 06/20/2019. Additional information is available by logging into your account or by contacting the Plan Office.

To learn about the current performance and risk information for these investment options, please visit the Plan website at www.iuepension.org or contact the office at 888-803-7449 to request the most up-to-date information sheets.

- American Funds American Balanced A – ABALX
  - The investment seeks conservation of capital, current income and long-term growth of capital and income. The fund uses a balanced approach to invest in a broad range of securities, including common stocks and investment-grade bonds. It also invests in securities issued and guaranteed by the U.S. government and by federal agencies and instrumentalities. In addition, the fund may invest a portion of its assets in common stocks, most of which have a history of paying dividends, bonds and other securities of issuers domiciled outside the United States.

- Baird Aggregate Bond Inv – BAGSX
  - The investment seeks an annual rate of total return, before fund expenses, greater than the annual rate of total return of the Barclays U.S. Aggregate Bond Index. The fund normally invests at least 80% of its net assets in the following types of U.S. dollar-denominated debt obligations: U.S. government and other public-sector entities; asset-backed and mortgage-backed obligations of U.S. and foreign issuers; corporate debt of U.S. and foreign issuers. It only invests in debt obligations rated investment grade at the time of purchase by at least one major rating agency or, if unrated, determined by Robert W. Baird & Co. Incorporated to be investment grade.

- Harbor Small Cap Value Investor – HISVX
  - The investment seeks long-term total return. The fund invests primarily in equity securities, principally common and preferred stocks, of small cap companies. Under normal market conditions, it invests at least 80% of its net assets, plus borrowings for investment purposes, in securities of small cap companies. The adviser defines small cap companies as those with market capitalizations that fall within the range of the Russell 2000® Index. The adviser expects to invest in approximately 55 to 70 companies.

- Harding Loevner International Equity Inv – HLMNX
  - The investment seeks long-term capital appreciation. The fund invests in companies based in developed markets outside the U.S. as well as in companies in emerging and frontier markets. It normally invests at least 80% of its net assets (plus any borrowings for investment purposes) in common stocks, preferred stocks, rights and warrants issued by companies that are based outside the United States, securities convertible into such securities (including Depositary Receipts), and investment companies that invest in the types of securities in which the Portfolio would normally invest. The fund normally holds investments across at least 15 countries.

- JHancock Disciplined Value R3 – JDVHX
  - The investment seeks to provide long-term growth of capital primarily through investment in equity securities; current income is a secondary objective. The fund normally invests at least 80% of its net assets in a diversified portfolio consisting primarily of equity securities, such as common stocks, of issuers with a market capitalization of $1 billion or greater and identified by the manager as having value characteristics. It may also invest up to 20% of its total assets in foreign currency-denominated securities. The fund may participate as a purchaser in initial public offerings of securities (IPO).

- Northern Mid Cap Index Fund – NOMIX
  - The investment seeks to provide investment results approximating the overall performance of the common stocks included in the Standard & Poor's MidCap 400® Composite Stock Price Index. The fund will invest substantially all (and at least 80%) of its net assets in equity securities included in the S&P MidCap 400® Index, in weightings that approximate the relative composition of securities contained in the S&P MidCap 400 Index, and in S&P MidCap 400 Index futures approved by the Commodity Futures Trading Commission.

- Northern Small Cap Index – NSIDX
  - The investment seeks to provide investment results approximating the aggregate price and dividend performance of the securities included in the Russell 2000® Index. The fund will invest substantially all (and at least 80%) of its net assets in the equity securities included in the Russell 2000 Index, in weightings that approximate the relative composition of securities contained in the Russell 2000 Index, and in Russell 2000 Index futures approved by the Commodity Futures Trading Commission. It is passively managed, which means it tries to duplicate the investment composition and performance of the index by using computer programs and statistical procedures.

- Oakmark International Investor – OAKIX
  - The investment seeks long-term capital appreciation. The fund invests primarily in a diversified portfolio of common stocks of non-U.S. companies. It may invest in non-U.S. markets throughout the world, including emerging markets. Ordinarily, the fund will invest in the securities of at least five countries outside of the U.S. There are no geographic limits on the fund's non-U.S. investments. The fund may invest in securities of large-, mid-, and small-capitalization companies.

- PIMCO Total Return – PTTAX
  - The fund seeks maximum total return, consistent with preservation of capital and prudent investment management. The fund seeks to achieve its investment objective by investing in a diversified portfolio of fixed-income instruments. The average portfolio duration normally varies within a three-to-six-year time frame.

- Prudential Guaranteed Income
  - The Guaranteed Income Fund (GIF) is a Stable Value fund designed to provide safety of principal, liquidity, and a competitive rate of return.

- PGIM QMA Stock Index Z – PSIFX
  - The investment seeks to provide investment results that correspond to the price and yield performance of the S&P 500 Index. The fund normally invests over 80% of its investable assets in securities included in the S&P 500 Index in approximately the same proportions as those of the index. It employs a "passively managed"-or index-investment approach. The S&P 500 Index is an unmanaged, market-weighted index of over 500 stocks selected by S&P Dow Jones Indices LLC on the basis of their market size, liquidity and industry group representation.

- T. Rowe Price New America Growth R – PRWAX
  - The investment seeks to provide long-term capital growth. The fund invests primarily (at least 65% of its total assets) in common stocks of U.S. companies operating in those sectors of the economy that, in T. Rowe Price's view, are the fastest growing or have the greatest growth potential. It may invest in foreign stocks in keeping with the fund's objective. The fund may sell securities for a variety of reasons, such as to secure gains, limit losses, or redeploy assets into more promising opportunities.

- T. Rowe Price Retirement Advisor Class Shares
  - 2005 – PARGX
  - 2010 – PARAX
  - 2015 – PARHX
  - 2020 – PARBX
  - 2025 – PARJX
  - 2030 – PARCX
  - 2035 – PARKX
  - 2040 – PARDX
  - 2045 – PARLX
  - 2050 – PARFX
  - 2055 – PAROX
  - 2060 – TRRYX

The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund invests in a diversified portfolio of other T. Rowe Price stock and bond funds that represent various asset classes and sectors. Its allocation between T. Rowe Price stock and bond funds will change over time in relation to its target retirement date.

The IUE-CWA 401(k) Retirement Security and Savings Plan is administered by the:

IUE-CWA Pension Fund
2001 E. 3rd Street
Bloomington, IN 47401

www.iuepension.org

AN OVERVIEW OF THE PLAN

The IUE-CWA 401(k) Retirement Savings and Security Plan (the "Plan") is maintained and administered by the IUE-CWA Pension Fund (the "Fund"). Your employer has negotiated with the Union to include this Plan as part of your collective bargaining agreement.

How the Plan Works

As a participant in the Plan, you have an "individual account" in the Plan. Money is contributed to your account each pay period by you and/or your employer, and the account earns investment earnings.

Your account grows over the years as contributions and any investment earnings accumulate. Then, when you retire, become disabled, or terminate employment, your account balance is paid out to you. If you die, the account will be paid to your designated beneficiary(ies).

Sources and Amount of Contributions

Specifics about where contributions to individual accounts will come from are negotiated separately for each Employer and Local Union OR are included in a Participation Agreement with the Trustees of the IUE-CWA Pension Fund.

Employer contribution amounts are subject to Collective Bargaining. Employer contributions can be negotiated to "match" all or a portion of what the employee puts into the Plan. Or, the employer contribution rate can be a flat amount that's unrelated to the employee's savings.

Employee contributions are voluntary, with each participant choosing his or her contribution rate.

Tax-Effective Employee Contributions

Employees who elect to make contributions to the Plan will contribute on a before-tax basis.

When you save through the Plan on a before-tax basis, you're putting aside part of your gross income before taxes are taken out. In other words, less of your income is subject to income taxes, so you pay lower taxes while you save. You then pay taxes as taxable distributions are made from your account.

ELIGIBILITY

If you are a covered employee of an employer who has agreed to participate in the Plan, you're eligible to join the Plan upon the completion of your probation period. The probationary period is set in your collective bargaining agreement. Please consult your CBA, Union Representative, or your Employers' Human Resource department for additional information regarding your probationary period.

A "covered employee" means an IUE-CWA member, a CWA member (or other affiliated union), or an employee in any other job category agreed to by the Union and the employer or permitted by the Plan (including in certain circumstances members of management). A "covered employee" also includes any employees of a Local Union that has a signed Participation Agreement with the Trustees of the IUE-CWA Pension Fund for participation in the Plan. This includes both full-time and part-time employees.

ENROLLMENT

To begin participating in the Plan, you must complete an Enrollment Form. This form is available from the Fund Office, your Local Union, your Company Personnel Representative, or via the Plan's website www.iuepension.org. To enroll, you must:

- authorize payroll deductions for your own contributions (if applicable),
- direct the Plan how to invest your account, and
- designate a beneficiary.

For most participants, payroll savings deductions will begin as soon as possible after completion of an enrollment form authorizing voluntary contributions or as otherwise provided in the applicable collective bargaining agreement.

If your Employer makes negotiated contributions on your behalf, you are automatically enrolled in the Plan. However, you must direct the Plan on how to invest your savings, designate a beneficiary (see page 4 for more information), and choose whether or not to contribute your own savings to the Plan. You must complete an enrollment form even if you choose not to contribute your own savings.

Your Beneficiary

You'll be asked to name a beneficiary to receive your account balance in the event of your death on the Designation of Beneficiary Form when you enroll in the Plan. It is important to file and keep up-to-date your Designation of Beneficiary with the Plan Office. If you have previously named a Beneficiary and your circumstances have changed (divorce, marriage, etc) but you neglect to change your Designated Beneficiary, the Plan Office will be obligated to follow your original designation in the event of your death, unless federal pension law requires otherwise.

If you're married, you must name your spouse as your Primary Beneficiary, unless your spouse consents to another beneficiary in writing, on the Designation of Beneficiary Form. This consent must be witnessed and signed by a notary public or a Plan Office employee. Please note that, under the Plan, your spouse is the individual to whom you are considered legally married under Federal law.

If you're single, you can name anyone as your Primary Beneficiary, and can change beneficiaries at any time. You may also name multiple beneficiaries to receive your benefit. The form for changing the beneficiary is available from the Plan Office, your Local Union, your Company Personnel Representative, or on the Plan website.

You may name one or more Contingent Beneficiaries. The Contingent Beneficiaries would be the recipients of your benefits should both you and your Primary Beneficiary die at the same time.

If you do not file a Designation of Beneficiary Form with the Plan Office; or the Beneficiary(ies) you named predecease(s) you, your account balance will be paid to the following individuals in the following order:

First: To your Spouse, if living; otherwise
Second: To your Children, in equal shares, if living, otherwise
Third: To your Parents, in equal shares, if living, otherwise
Fourth: To your estate

CONTRIBUTIONS TO YOUR ACCOUNT

Specifics about contribution sources for individual Plan accounts — employers, employees, or both — are negotiated separately for each bargaining unit. For information on Plan contributions under your collective bargaining agreement, refer to your collective bargaining agreement, contact your Local Union, your Company Personnel Representative or call the Fund office.

In collective bargaining agreements that require employer contributions, the rate is subject to collective bargaining. This rate can be expressed as dollars per week or a percent of pay.

Employer contributions can also be set up to "match" (up to an amount allowable by IRS Regulation) all or a specified portion of what the employee puts into the Plan.

Employee contributions are voluntary. Each participant chooses his or her contribution amount either based upon a percentage of gross pay or a flat dollar amount per pay period.

Three Plan Versions

There are three versions of the Plan available during the collective bargaining process. The version (or combination) of the Plan adopted by your employer is reflected in your collective bargaining agreement. The three versions are described as follows:

1. The employer makes no contributions. Employees' contributions are voluntary.
2. The employer makes contributions as negotiated in a collective bargaining agreement, and employees can voluntarily supplement these contributions.
3. The employer matches a portion or all employee contributions. Employee contributions are voluntary.

Rollovers

In addition to the regular contributions, the Plan also accepts rollovers. Account balances from other 401(k) plans, qualified IRAs (this does not include ROTH IRAs), 403b plans, 457, and other tax qualified plans as may be permitted by regulation may all be rolled into the IUE-CWA 401(k) Plan by Plan participants.

The "rolled" balances become part of the overall account balance and are subject to the same provisions in the Plan as regular contributions (including withdrawal provisions). Rollover forms may be obtained from the Fund Office or at the Fund's web site.

Federal Before-Tax Contributions and Savings

Contributing on a before-tax basis means that your contributions are deducted from your gross income before federal income tax is taken out. In other words, less of your income is subject to federal income tax while you contribute, so you pay less tax while you save. You don't pay federal income tax on your before-tax contributions until money is paid out to you from your Plan account.

Here's an example of how saving on a before-tax basis would help you save on tax:

$600 Your weekly income
$-36 Your weekly 401(k) contribution
$564 Your taxable income

You pay tax on $564 -- which will be lower than the tax you would pay on $600 -- while you save $36 per week through the Plan.

Deferring State and Local Income Tax

Most states and municipalities permit employees to defer state income tax on before-tax contributions to plans like the IUE-CWA 401(k) Retirement Savings and Security Plan. Some states and municipalities do not allow such deferral, however. To determine the policy of your state and municipality, you should contact your state or local tax agency or your tax advisor.

Social Security Taxes

Saving on a before-tax basis does not affect your Social Security retirement benefits.

Compare Before-tax Savings to After-tax Savings

Let's assume your weekly salary is $600 and you contribute $20 to the Plan on a before-tax basis. Here's how your take-home pay would be increased by your before-tax contribution:

	If You Save on an After-Tax Basis	If You Save on a Before-Tax Basis
Weekly salary	$600	$600
401(k) contribution	- - -	- $36
Federal Taxes	$ 76	$ 70
Social Security	$ 40	$ 40
Take-home pay	$484	$454
After-Tax savings	- $36	- - -
Take-home pay	$448	$454
Difference in take-home pay		+ $6

Changing Your Savings Amount

Because your savings goals may change over time, you may increase, decrease, or stop your voluntary contribution amount, at any time during the year.

To make a change, complete a Change Form, available from the Plan Office, your Local Union, or your Company Personnel Representative. Submit your completed form to the address indicated on the form. Contact your Company Personnel Representative or Payroll Department to find out when your change will become effective.

FEDERAL LIMITS ON CONTRIBUTIONS

Federal regulations say that the maximum total before-tax savings an employee can contribute to the Plan in 2015 is $18,000. Additionally, Participants age 50 and over may now contribute an amount above the contribution limit - $6,000 in 2015. These may increase as the regulations are changed in the future.

Also, the total employer contributions (if applicable) plus employee before-tax savings (if applicable) cannot exceed 100% of compensation (or $53,000, if less) annually.

In addition, the Plan is subject to nondiscrimination rules under the Internal Revenue Code. These rules apply to higher-paid employees. Depending on the results of nondiscrimination tests, applicable employer contributions and/or employee before-tax contributions may be reduced or eliminated for higher-paid employees. In 2015, "higher-paid employees" are generally defined as those earning more than $120,000 a year. This amount may be adjusted annually for inflation.

If you are affected by these limitations, the Plan Office will contact you.

INVESTMENT OF YOUR ACCOUNT

The Plan requires you to direct the investment of all amounts allocated to your account under the Plan. The Plan may, from time to time, in its discretion add or delete one or more of these investment funds or limit the monies that may be contributed to an investment alternative. You will, of course, be notified of any changes, additions, or limitations to your investment alternatives. When you enroll in the Plan, you will make your investment election of how you want contributions credited to your account to be invested from among the investment funds offered. Before you decide, please read carefully this Summary Plan Description, other investment materials, as well as periodic information provided by the Plan Office.

You may invest all the money in your account in any or all of the investment funds offered under the Plan. Each fund has a unique investment style and objective. How you elect to invest your account among the funds is an important and personal decision. As you make your choices, keep in mind that investments come with a built-in trade-off between risk and return. Lower risk investments generally offer lower potential returns. Investments with higher risks of loss generally offer higher potential returns.

Over time as your retirement savings goals change, you should review your allocation along with the investment style and objectives of the investment funds available in the Plan.

Attached as Appendix A is a brief description of the investment options currently offered to you under the Plan. For recent performance information, please visit our website: www.iuepension.org.

<u>Qualified Default Investment Alternative</u>

In the event that you fail to provide the Plan with any investment elections, your contributions shall be invested in the Qualified Default Investment Alternative (QDIA). The QDIA is the retirement-date targeted investment offered under the Plan that is closest to the your attainment of age 65 based on your date of birth. If your birth date cannot be determined by the Plan, the QDIA will then be the retirement-date targeted income fund offered in the Plan.

<u>Investment Election</u>

On your enrollment form, there's a section where you can elect how much of your account you wish to put into each investment fund. Your elections are made as percentages of your account in multiples of 1%. Remember, the percentages you elect must always add up to 100% because the Plan must invest 100% of your account.

Investment earnings are reinvested in the same investment fund in which they were earned. They're not subject to federal, state, or local income tax until they're paid out to you.

<u>Changing Your Investment Strategy</u>

Participants are able to change the way their accounts are invested daily. This is possible through the Plan website at www.iuepension.org or by calling the Voice Response System at 1-877-864-6644.

You may change the investment direction of your existing account balance without changing the investment direction of future contributions, and vice versa. Remember, your account must be invested among the funds in 1% multiples.

Both services are generally available 24 hours a day, 7 days a week.

If you prefer, you may complete a Change Form and return it to the Plan Office by mail or fax.

VESTING

"Vesting" refers to your ownership of money in your account. For example, if you're 100% vested in your account, you own all the money in your account.

All contributions to the Plan, whether from the Participant or the Employer, are always immediately 100% vested.

QUARTERLY ACCOUNT STATEMENTS

A personalized statement of your account balance will be mailed to your home at least four times a year, after the end of each quarter. You may also choose to receive your statements by email and review them online by logging into your personal account at www.iuepension.org.

The statements will summarize other pertinent data, such as your up-to-date investment elections, investment options offered in the Plan, and from time to time other important messages from the Plan.

WHEN YOUR ACCOUNT IS VALUED

Each market day, your account will be "valued." This means that the fair market value (as reported by the mutual fund manager) of your investments in each investment fund will be determined. Your account will be adjusted for any investment gains and losses daily.

WHEN YOUR ACCOUNT WILL BE PAID OUT TO YOU

The full market value of your Plan account (contributions plus any earnings on these amounts) will be payable to you when you terminate your employment for any reason or should your employer cease to be a Participating Employer as determined by the Plan's Trustees.

In the event of a change of ownership by a Contributing Employer or in the event of a change of Contractor with a government contract, Employees of the successor employer shall not be considered to have had a severance (or termination) from Covered Employment during the first six months after the date of the change in ownership. During this period, distributions (other than 59½ in-service withdrawals) will not be permitted.

You will have the choice to roll over your savings into another tax-qualified plan or qualified IRA, take a lump-sum distribution or monthly installments (if your account balance is over $5,000).

OR, if you have an account balance over $1,000, you may leave the account invested in the IUE-CWA 401(k) Plan. With this option, you will retain full control over the investment of your account; however, new contributions cannot be made, except as provided in a collective bargaining agreement through the IUE-CWA or affiliated organization (for information about tax implications of distributions, see page 11).

If you have left employment from a Participating Employer in the Plan, you must begin to receive distributions from your account by April 1 of the calendar year following the calendar year in which you attain the age 70½.

<u>Moving from Bargaining Unit to Management</u>

In the event that a Participant moves from Covered Employment under the Plan to Non-Covered Employment (usually meaning when a Participant moves from a Bargaining Unit position to a management position), the Participant will NOT be eligible for a Distribution of their account under the Plan.

<u>Military Service</u>

A Participant who is performing qualified military service as that term is defined in Section 414(u) of the Internal Revenue Code for more than 30 days shall, for the purpose of eligibility for distributions be treated as being "terminated" from employment with the Participating Employer. If a Participant takes a distribution under these rules, he/she will be barred from making Elective Contributions for a period of 6 months following the date of the distribution.

Upon your Death

Your account will be transferred to your beneficiary (ies) upon your death.

Methods of Payment

You (or your beneficiary) can choose to have your account paid in one of three ways. However, if you're married, special rules concerning your beneficiary apply. The following payment methods are available:

- Lump-Sum cash payment. If you elect this option, you'll receive your account balance in a single, lump-sum payment.

- Monthly installments over 5, 10, 15, or 20 years. If you elect this payment method, you'll receive monthly payments over the time period you select. Each year the number of investment units (shares) that you own will be divided by the number of installments remaining. The result will be the amount you'll receive each month. While payments are being made, your unpaid balance will continue to be invested as you choose. Your monthly dollar amount will vary based on investment performance.

- Monthly installments over the course of your lifetime. If you elect this option, the number of investment units (shares) that you own will be divided by your life expectancy on the date payments are first payable. The result will be the amount payable to you that first year, in monthly installments. While payments are being made, your unpaid balance will continue to be invested as you choose. Your monthly dollar amount will vary based on investment performance.

After the first year, on every anniversary of the date payments were first payable, the annual payout will be recalculated. This will automatically be done by dividing the number of remaining investment units (shares) in your account by your updated life expectancy.

If you die while receiving installments, the remaining unpaid balance will be paid to your beneficiary. Your beneficiary will be able to choose to receive continued installments or a lump-sum cash payment

Filing a Request for Payout

If you're entitled to a payout, complete and return a Distribution Form, available from the Plan Office, Plan website www.iuepension.org, your Union Representative, or your Company Personnel Representative. On this form, you will indicate the method of payment you wish to receive.

Should you terminate your employment for any reason and your account balance is less than $1,000, it will automatically be distributed to you. You will have the opportunity to rollover the distribution or receive a check for the amount in your account. If no election is made, your account balance will be paid out as a lump-sum distribution via check.

If you die after you begin to receive the remaining balance of your account, payments will continue to be distributed to your beneficiary at least as rapidly as the method of distribution that was used prior to your death, in accordance with IRS regulation.

In-Service Withdrawals

The Plan provides for three types of "In-Service" withdrawals from the Plan (meaning that you must continue to be employed by the participating employer to be eligible for the withdrawal). These include:

- General Purpose and Primary Residence Loans,
- Age 59 ½ Withdrawals,
- Hardship Withdrawals.

Loans

If you do not have an outstanding Plan Loan (either current or in default), you may take out a loan from your account balance with the Plan upon application to and approval by the Trustees. All loans from the Plan are subject to the rules below and any other regulation that may be required by the federal government.

The minimum amount of any loan is $1,000. You may borrow no more than the lesser of $50,000 (reduced by the highest outstanding balance of loans from the Plan during the one-year period ending on the date before such loan was made) or 50% of your account. You may only have one loan from the Plan outstanding at any given time.

The interest rate on a loan through the Plan shall be 1% above the prime rate. The prime rate will be the rate posted by the Federal Reserve on the date of your application. If you are serving a period of military duty, the interest rate on a loan from the Plan will be no more than 6% compounded annually.

Your application for a loan must include your consent to the Plan's foreclosure on the loan if you default. The Plan's decision in approving or disapproving your loan application is final. There will be a fee associated with applying for a loan from the Plan. If you are married, Loan Applications require spousal consent, signed before a Notary Public.

There are two types of loans:

- General Purpose Loan: This loan can be used for any purpose. It must be repaid within five (5) years. The fee for this loan is $100.

- Primary Residence Loan: This loan is for the sole purpose of purchasing your Primary Residence. You must provide appropriate paperwork for the loan including, but not limited to a contract of sale with both buyer and seller signatures and a good faith estimate of the sale. This type of loan may be repaid within ten (10) years. The fee for this loan is $100.

The amount of a loan through the Plan will be transferred proportionately from each of your investments in the Plan. Your repayments of principal and interest will be credited to each of your investments in the same proportion that your account is invested in at the time of repayment.

Loan repayments are made by coupon sent to your home address or via ACH deductions from your checking or savings account, whichever you prefer. You may prepay your loan in full on any date without penalty.

Failure to make a loan payment for more than 90 days (with the exception of Participants on a military leave of absence), your filing for personal bankruptcy, or if the term of your loan exceeds the regulatory limits allowed will constitute a default.

If your loan through the Plan is declared in default the loan will be reported as a taxable distribution for the year of default. The defaulted loan will be reported on Form 1099-R for the calendar year of the default. If you are under age 59½ an additional 10% tax penalty may apply.

Interest will continue to accrue on the defaulted loan amount.

If you are on a military leave of absence, you may elect to suspend loan repayments for the period of military service.

If you default on a loan, it must be paid in full before you will be eligible for another loan.

Loans can significantly reduce your ability to save for retirement. They also can have an adverse impact on your taxes should you default.

<u>Age 59 ½ Withdrawals</u>
Upon attaining the age of 59½, you may make an in-service withdrawal of a portion or all of your account balance without incurring the 10% penalty tax imposed on early withdrawals. However, your distribution will be subject to income tax. The portion of your withdrawal that is taxable is eligible for a tax-deferred rollover. A withdrawal (other than a Hardship Withdrawal) will not affect your current contribution election. If you are married, Age 59½ Withdrawals require spousal consent, signed before a Notary Public.

<u>Hardship Withdrawals</u>
Only Employee/Participants who continue employment with the Participating Employer are eligible for

a Hardship Withdrawal. Hardship Withdrawals are not loans and are not paid back to the Plan.

To be eligible, the Participant must provide significant proof of the Hardship and exhaust all other options in resolving the Hardship. This includes all sources of income, property, and loans that can be taken from the Plan, lending institutions, or other qualified plan which allows for loans. For all dependent requests, you will also need to provide proof of your relationship: your birth certificate for your Parents, marriage certificate for your Spouse, your child's birth certificate, and court or legal documents showing your Dependents.

The following circumstances are considered hardships under the Plan and under the Internal Revenue Code:

- Medical expenses for you, your spouse, or any dependents. You must provide copies of the unpaid medical bill(s) and/or a copy of the denial of benefits from your insurance company.

- Payment of tuition and/or related expenses for Post-Secondary Education for you, your spouse, or any dependents for the next 12 months. You must provide a copy of the unpaid tuition bill(s) and other school-related expenses.

- Purchase of the Participant's Primary Residence (excluding mortgage payments). You must provide a contract of sale with both buyer and seller signatures and a good faith estimate.

- Payment to prevent eviction from or foreclosure on your Primary Residence. You must provide a copy of the eviction or foreclosure notice or a letter from your landlord stating the amount you owe.

- Payment to cover burial or funeral expenses for your Parents, Spouse, Children, or Dependents. You must provide a copy of the unpaid bill showing who the expense is for and the amount owed.

- Payment to repair damage to your Primary Residence that could qualify for the casualty deduction under IRS Code Section 165. You may be eligible for a Hardship should your home be damaged by tornado, hurricane, earthquake or other natural hazard. You must provide a copy of the unpaid bill showing the cost of the repair and the amount owed, including the address where the work is to be performed (your Primary Residence). You must also provide a copy of IRS Form 4684 Casualties and Thefts which you have filed with the IRS to claim the deduction.

As part of the hardship withdrawal application, you will be required to sign an affidavit that confirms you have exhausted all other means of payment for the above items; however, the Plan reserves the right to request additional documents.

The Participant may choose the amount of the hardship withdrawal; however, it cannot be in excess of the amount required to satisfy the need, except to cover the appropriate federal income tax withholding, if elected (see below). The funds available for hardship withdrawal are limited to employee deferred contributions. Earnings, employer contributions, and rollover contributions may not be used for this purpose. Any available amounts for Hardship Withdrawal will be limited to those not set aside as collateral for a Plan Loan.

Hardship withdrawals are subject to approval by the Plan Administrator and may be denied. If you feel you have been unreasonably denied a hardship withdrawal, or if you disagree with another determination of your benefit, please follow the Appeal Procedure (on page 13).

Hardship withdrawals are not eligible for rollovers into tax-qualified plans. Therefore, the Plan is not required by the IRS to withhold federal taxes from your Hardship Withdrawal. You may be taxed by the IRS for the Withdrawal whether you choose to have taxes withheld at the time of the withdrawal or not. The Plan Office will send a Form 1099-R for you to use on your income taxes. The withdrawal is also subject to any other applicable federal, state, and local income taxes, as well as the 10% federal tax penalty for early withdrawals before age 59½.

Participants who receive a hardship withdrawal cannot make contributions to the Plan for six (6) calendar months. When the participant is again allowed to make contributions to the plan, those contributions (made during the calendar year immediately following the year in which the hardship withdrawal was taken) will be restricted to the maximum amount determined by the IRS, less any participant contributions made in the year of the hardship withdrawal.

If you are married, Hardship Withdrawals require spousal consent, signed before a Notary Public.

Accounts with current, pending Qualified Domestic Relations Orders (QDRO) cannot be requested as a hardship withdrawal from the Plan until the QDRO has been completed and the account divided according to the Order.

Hardship withdrawals may significantly reduce your ability to save for retirement. They also can have a negative impact on your annual taxes.

PAYING TAXES ON A PAYOUT

Upon receiving a Plan payout, you or your beneficiary will be responsible for paying income taxes on the taxable portion of your account.

The taxable portion of your account includes any before-tax employee contributions, any employer contributions, and all earnings on your account. These taxable amounts will be taxed as ordinary income.

<u>Federal Income Tax Withholding</u>

A 20% federal income tax withholding will automatically be withheld from all Lump-Sum distributions paid out directly to you. You will also be responsible for any additional federal income taxes, state and/or local income taxes (see below), in addition to a 10% federal income tax penalty for early distribution if you have not yet reached age 59 ½ as described below. The 10% federal income tax penalty is not applicable to participants who take early retirement in accordance with the provisions of the Plan or beneficiaries of the Plan.

When you or your beneficiary elects Monthly Installments over a period of 5 years or less, the Plan must withhold federal income tax from your monthly payouts. If you (or your beneficiary) choose another Monthly Installment payout period, you may elect to not have federal income taxes withheld.

<u>State and Local Income Taxes</u>

State and local income tax laws regarding Plan payouts vary by location. Please consult a tax advisor or your state or local tax agency for more information.

<u>10% Federal Income Tax for Early Withdrawal</u>

If you receive a payout from the Plan before age 59 ½, you are subject to ordinary income taxes plus an additional 10% federal income tax for early withdrawal.

Exceptions to this rule are:

- A disability payout,
- Retirement from a Participating Employer beginning on or after age 55 and choosing any payout other than a Lump-Sum,
- An Age 59 ½ Withdrawal (in-service), and
- A payout to your beneficiary upon your death.

<u>Rolling Over a Lump-Sum Payout</u>

If you receive a lump-sum payout of your entire account balance within a single tax year, you can continue deferring federal income tax (and the additional 10% tax, if applicable) on any taxable money that you “roll over” to an approved individual retirement account (IRA) or another employer’s qualified plan. The taxable money includes any before-tax employee contributions, any employer contributions, and all earnings on your account.

If the rollover distribution is made payable directly to another qualified plan or IRA, the Plan will not be required to withhold the 20% federal income tax. If the rollover distribution is made payable to the participant, the Plan is required to withhold the 20% federal income tax. However, continued tax deferral will be permitted only if you complete the rollover within 60 days of your payout. If you choose to rollover the money after the distribution has been made payable to you, you must rollover the entire amount, including the 20% in federal taxes taken by the Plan, into another qualified Plan or IRA.

If your spouse or non-spouse beneficiary receives a lump-sum payout of your entire account balance within a single tax year following your death, he or she also can take advantage of the 60-day rollover provision on the taxable portion of the payout.

ADMINISTRATION OF THE PLAN

<u>Protection of Your Account</u>

The money in your account is not subject to claims of your creditors or creditors of your spouse or other beneficiaries. You may not assign, sell, or commit any unpaid balance in your account in any way unless the assignment results from a judgment, decree, or order relating to child support, alimony payments, or marital property rights under state domestic relations law.

<u>Qualified Domestic Relations Orders</u>

The Retirement Equity Act of 1984 (REA) requires that employee retirement benefit plans recognize Qualified Domestic Relations Orders (QDROs). If you are a party in a divorce settlement that affects your interest in this Plan, you should have your attorney contact Mercer at 877-864-6644 to make certain that the appropriate steps are followed. Through the Plan's relationship with Mercer, all QDROs will be handled by QDRO Consultants. These QDRO professionals will handle all aspects of your QDRO. You may contact them at: QDRO Consultants Co., 3071 Pearl Road, Medina, OH 44256, and Phone: (800) 527-8481, Fax: (330) 722-2735. The fee for this service is $330 to be paid by the Participant or split between the parties during the QDRO settlement process.

In general, a QDRO is a court order, judgment, or decree that:

- is made pursuant to a state domestic relations law (including community property laws);
- relates to the provisions of child support, alimony payments, or marital property rights; and
- creates or recognizes an alternate payee's right to receive all or a portion of a participant's benefits under an employee benefit plan.

<u>Administration of the Plan</u>

The Trust Fund is administered by the IUE-CWA Pension Fund, which is comprised of an equal number of Union and Employer Trustees who serve as the Sponsor and Administrator of the Plan.

The Fund Office and contracted recordkeeper do most of the work involved in running the Plan: answering participant questions, keeping records of participants individual accounts, processing forms, paying out account balances, etc. Fund staff is authorized by the Fund Trustees to take all actions and make all decisions necessary and proper to carry out the provisions of the Plan. They also assure that all Plan participants are given equal consideration.

<u>The Plan's Trust Fund</u>

All Plan contributions go to the IUE-CWA 401(k) Retirement Savings and Security Plan Trust Fund. The Trust Fund is a legal entity that holds all assets of the Plan. Assets of the Trust Fund may be used only for the benefit of employees who participate in the Plan and to pay certain Plan expenses.

According to your instructions, the Trustees invest your account among the investment funds offered by the Plan. Investment earnings are reinvested in the Plan.

<u>Administration & Recordkeeping Fees</u>

There are various administrative and investment expenses associated with operating the Plan. All expenses are paid from the IUE-CWA 401(k) Retirement Savings and Security Plan Fund, using the following participant fees:

- $3.75 quarterly administrative fee (total of $15 per year) AND

- 5 basis point fee (0.05% of account balance) calculated quarterly and deducted from participants' accounts for a total of 20 basis points (0.2% of account balance) annually.

Investment Fund Fees

Each investment fund offered by the Plan has management fees charged by the individual investment companies. These fees vary by investment type, asset class, and Investment Company.

Investment management fees are not deducted from participant accounts, but are reflected in the fair market value (share price) of each investment option. Investment fees charged by each investment fund are disclosed in the Information Sheet of each fund, as well as the Plan's website, and other locations where mutual fund descriptions are available.

Certain fees provided for within the structure of many mutual fund products are designed for distribution and marketing use. Through its investment arrangements, the IUE-CWA 401(k) receives a share of these investment fees. This arrangement helps to offset the cost of administering the Plan.

Appeal Procedure

If the Fund Office determines that you aren't entitled to a benefit you've requested, you'll receive a written notice within 90 days explaining the reasons why your request was denied and providing you with a list of additional documentation, if any, you'll need to make your appeal. Within 60 days after you receive the notice, you may appeal the decision by submitting a written request to a review by the Board of Trustees.

Your written request will be submitted to the Board of Trustees at the first meeting held after the date your appeal is received by the Fund Office. You will be notified of the decision reached by the Board of Trustees within 10 business days after the meeting date on which your appeal was heard, but not more than 120 days after your request for review was received. In any event, you may not commence a legal action to recover benefits under the Plan more than 12 months after the final review and/or appeal decision has been rendered or deemed rendered.

Your Rights Under the Employee Retirement Income Security Act of 1974

As a participant in the Plan, you're 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:

- Receive Information About Your Plan and Your Benefits.

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, and copies 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 plan administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may charge a nominal fee for the copies.

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

- Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (age 60) 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 benefit, the statement will tell you how many more years you have to work to get a right to a benefit. 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 the 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. 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 welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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 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 materials, and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court after completing the Plan's appeal procedures if you believe the decision was arbitrary and capricious. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the 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 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.

A Few Words About Your Investment Decisions

Your investment decisions are your own and should reflect your personal objectives.

You should consider all of the investment funds carefully before making your investment choice. Also keep in mind that any investment carries a degree of risk. The annual rate of return of your investments will vary depending on your investment choice and overall market performance. How the funds have performed in the past does not guarantee that those results will continue. It is up to you to monitor the funds and to make investment elections that meet your financial goals. The IUE-CWA 401(k) Retirement Savings and Security Plan is intended to constitute a participant-directed account plan under Section 404(c) of ERISA. Therefore, the fiduciaries of the Plan may be relieved of liability for any losses which are the result of your investment instructions.

Agent for Service of Legal Process

The Agent for Service of Legal Process is Carey Wooton, IUE-CWA Pension Fund, 2001 E. 3rd Street, Bloomington, IN 47401. The service of legal process may also be made to the Trustees of the Plan at the addresses stated earlier in this SPD.

More Facts

The official name of the Plan is the IUE-CWA 401(k) Retirement Savings and Security Plan.

The address of the Plan Administrator is 2001 E 3rd Street, Bloomington, IN 47401.

The telephone number of the Plan Administrator is 888-803-7449

The website of the Plan is:
www.iuepension.org

The Plan's Employer Identification Number (EIN) is 22-3345052. The Plan number is 003.

The Plan's investment funds are maintained by Mercer, 1 Investors Way, Norwood, MA 02062.

A complete list of the employers sponsoring this Plan, including addresses, IRS-assigned employer identification numbers, and employer-assigned plan numbers, is available to you or your beneficiary. Write to the Fund Office for more information. Descriptions and annual reports of the Plan are filed by the Fund with the Secretary of Labor in Washington, DC. Also, the Fund files annual reports with the Internal Revenue Service.

The Plan's fiscal year is a calendar year, January 1 - December 31.

This is a defined contribution plan as defined by ERISA. Its assets are therefore not insured by the Pension Benefit Guaranty Corporation.

Each Participating Employer in the Plan participates based on a Participation Agreement signed by the Employer and the Local Union or by the Local Union and IUE-CWA Pension Fund Trustees. Copies of the agreement(s) are available by writing to the Fund Office. In addition, you may receive from the Fund Office, upon written request, information as to whether a particular employer is a sponsor of the Plan, and, if so, the employer's address.

This booklet is a "Summary Plan Description" for the IUE-CWA 401(k) Retirement Savings and Security Plan. Only highlights of the Plan are presented here. Detailed provisions are found in the Plan's formal text, a copy of which is available for you to examine at the Fund Office. If anything stated in this booklet conflicts with the formal text, the formal text will overrule this Summary Plan Description.

The IUE-CWA Pension Fund intends to continue this Plan indefinitely. The Trustees have, however, reserved the right to amend or terminate the Plan at any time. By law, no amendment may reduce the balance in your Plan account as of the date of the amendment. If the Plan is terminated, your entire account balance will be paid out to you.

The Trustees intend the Plan to be a tax-qualified plan under the Internal Revenue Code. The provisions of the Plan are subject to any changes required by the Internal Revenue Service or the U.S. Department of Labor to comply with federal law or regulations.

Your participation in the Plan is not a guarantee of your continued employment with the Company. If you quit, are discharged or laid off, this Plan does not give you a right to any benefit or interest in the Plan except as specifically provided in the Plan document.

Notes