

***INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
LOCAL UNION NO. 9 & LINE CLEARANCE CONTRACTORS  
401(k) RETIREMENT PLAN***

**SUMMARY PLAN DESCRIPTION**

**Benefits and Eligibility Rules**

**As of July 1, 2007**

**IMPORTANT DOCUMENT**  
**READ CAREFULLY**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION NO. 9 & LINE CLEARANCE CONTRACTORS  
401(k) RETIREMENT PLAN**

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**AMENDMENT AND RESTATEMENT OF THE PLAN**

The INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 9 & LINE CLEARANCE CONTRACTORS PENSION PLAN was originally established effective July 1, 1972, and has now been amended and restated by the Board of Trustees, effective July 1, 1999, and renamed the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 9 & LINE CLEARANCE CONTRACTORS 401(k) RETIREMENT PLAN.**

The Board of Trustees is proud of this plan and believes that this plan is an important part of your financial security. The Board of Trustees wants you, as a participant, to know about the plan. This description of the plan has been prepared to give you an idea about the terms of the plan and about how it may benefit you. You should read all parts of this description carefully so that you will not only understand the ways in which the plan may benefit you, but also so that you will understand that there are certain exclusions to coverage and limitations on the receipt of benefits which may apply to you. If you wish to obtain additional information concerning this 401(k) profit-sharing plan, this description tells you how to obtain that information.

**LIMITATIONS OF THIS DESCRIPTION**

This description summarizes the main provisions of the plan. It is not the complete plan. A complete copy of the plan is available for your review in the union's office and in the office of the plan's Third Party Administrator, TIC International Corporation. In case of any conflict between the provisions of the complete plan and this description, the provisions of the complete plan will control.

**MOST OF YOUR QUESTIONS CAN BE ANSWERED BY READING THIS DESCRIPTION THOROUGHLY. IF YOU HAVE ANY QUESTION THAT IS NOT ANSWERED BY THIS DESCRIPTION, CALL THE PLAN'S THIRD PARTY ADMINISTRATOR'S OFFICE.**

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**HOW DOES THE PLAN WORK?**

In order to completely understand some of the matters discussed later in this plan description, you will need to have a general idea of how a 401(k) profit-sharing plan works. Contributions are made monthly to the plan based upon the number of hours you have worked. These contributions will be credited to your individual account for the month you earn the contribution. In addition, you may choose to make pre-tax contributions (elective deferrals) to the plan. These deferrals are also allocated to your account for the month the contribution is earned. (The way in which these amounts will be distributed to participants will be discussed later in this description.) If you are now a participant, or later become a participant, an account will be set up in your name.

The contributions made to your individual account are invested by the Board of Trustees. Any gain from plan investments is credited to your account. Any loss from plan investments is charged against your account. Forfeitures of benefits of nonvested participants and administrative expenses are also spread among the individual accounts. This allocation of forfeitures, expenses and investment gains and losses is done at the end of the Plan Year, which is June 30th.

If you elect to permanently leave the trade and you are vested, then your account will be distributed to you. You should refer to the Plan Document for additional terms and restrictions for qualifying for a distribution in this way.

If you are a participant or become a participant, the amount of benefits you will ultimately receive under the plan will depend primarily upon four things--

1. The amount of employer contributions credited to your account in the plan;
2. The amount of compensation you elect to defer and have contributed to the plan;
3. The net return on investments under the plan; and
4. The vested (or nonforfeitable) percentages of your account when you terminate.

You may have heard or read that the Pension Benefit Guaranty Corporation guarantees benefits vested in employee pension plans; however, this plan is a 401(k) profit-sharing plan and a 401(k) profit-sharing plan **is** one of the types of plans whose benefits are **not** permitted to be guaranteed by the Pension Benefit Guaranty Corporation.

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**WHEN MAY I PARTICIPATE IN THE PLAN?**

First, in order to be eligible for participation, you must be an employee of an employer who performs work within the jurisdiction of Local Union No. 9, International Brotherhood of Electrical Workers (referred to later as the I.B.E.W.)

Second, your employer must be a party to either the Trust Agreement, which established the Pension Plan, or to a Collective Bargaining Agreement with Local Union No. 9, I.B.E.W. (or to a Letter of Assent to such a Collective Bargaining Agreement), which requires the employer to make contributions to the Pension Plan.

Third, as an employee, you must perform work in a bargaining unit of employees covered by a Collective Bargaining Agreement between Local Union No. 9, I.B.E.W. and your employer, (NOTE: If you perform work outside of the bargaining unit, you may be permitted to participate **only** upon an express agreement between your employer and the Board of Trustees. Additionally, you must work within the geographical jurisdiction of Local Union No. 9, I.B.E.W. and, you must perform a job closely related to the work being performed by the members of the bargaining unit.)

You will become a participant in the plan when you completed one (1) Hour of Service for an employer, subject to the above three conditions.

**Hour of Service.** An hour of service means any hour for which you are paid for working for your employer. It also may include certain hours for which you are not directly paid by your employer. An hour of service is important for measuring the 501 hours of service required for benefits to accrue, the 501 hours of service for vesting, the 500 hours of service for participating in the elective deferral option, and the more than 500 hours of service required to avoid a one-year break in service (all of which are discussed below).

**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 or a year of service for participation following the one-year break in service, whichever is sooner, following your return to employment.

**Breaks in Service.** A one-year break in service occurs when an employee has earned no more than 500 hours of service during a plan year. In certain cases, absence due to military service, pregnancy, childbirth, or adoption, may be credited to your account with enough additional hours of service to avoid a one-year break in service for the plan year. You should check with the plan's Third Party Administrator for more information about this.

Five (or more) consecutive one-year breaks in service are important because that is

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when you permanently forfeit any benefit that is not vested. This is further discussed below under the heading VESTED OR NONFORFEITABLE PORTION OF PARTICIPANT'S BENEFITS.

**WHAT IS THE PLAN YEAR?**

The plan year is the first day of July to the last day of June, annually. The plan year is important for various reasons. For example, it is the period for which plan administration records are kept. It is also the period for which administrative expenses and any gains or losses from Plan investments are allocated to individual accounts.

**HOW MUCH WILL YOUR EMPLOYER CONTRIBUTE?**

Your employer is required to make a contribution to the Plan for each Hour of Service you work according to an amount determined by the current Collective Bargaining Agreement, known as the contribution rate. As of December 24, 2006 and through December 29, 2007, the contribution rate is \$1.86 per hour paid. As of December 30, 2007 through January 1, 2011, the contribution rate is \$2.20 per hour paid.

**COMPENSATION**

Generally, your annual compensation for purposes of determining the amount of your elective deferral, if any, and the allocation of your employer's contributions will be all compensation paid during the plan year by your employer to you, including overtime payments and bonuses, recorded on your form W-2 as income. It excludes all contributions by your employer to the plan and to any other retirement or deferred compensation plan maintained by your employer.

**ELECTIVE DEFERRAL CONTRIBUTIONS**

You may choose to contribute an additional amount of your wages to the plan instead of having those wages paid directly to you. This election must be made in accordance with rules established by the Board of Trustees and the Third Party Administrator. You must complete 500 hours of service in a consecutive 12-month period in order to participate in the elective deferral option.

Any elective deferral contributions will be 100% vested. 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.

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**AGE 50 "CATCH-UP" CONTRIBUTIONS**

If you will be at least age 50 by the last day of the calendar year, you may also make a "catch-up" pre-tax deferral in addition to the elective deferral discussed above. The amount of this deferral can be up to \$5,000 for the calendar years 2006 and 2007, with cost of living adjustments thereafter as determined by the Internal Revenue Service.

**HOW ARE INVESTMENT EARNINGS (OR LOSSES) ALLOCATED  
TO INDIVIDUAL PARTICIPANT'S ACCOUNTS?**

As of the last day of each plan year, net investment earnings (or losses) and forfeitures (if any) will be allocated to your account based on the percentage of your earnings in proportion to the total earnings of all eligible participants for the plan year. A fee may be deducted for plan operating and administrative expenses prior to this allocation.

For example, suppose at the end of the plan year you have an account balance which equals \$10,000 for a plan year and the total earnings paid to all participants is \$100,000. Your percentage of the total earnings paid equals 10%. If your employer contributed \$10,000 for the plan year, and there were no forfeitures to be reallocated, you would be credited with \$1,000, or 10% of the total employer contribution.

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**VESTED OR NONFORFEITABLE PORTION  
OF PARTICIPANT'S BENEFITS**

**Vesting.** Funds contributed by your employer, as well as forfeitures, are allocated as described above and are then invested and accumulated. The portion or percentage of the employer contributions, which will eventually be distributed to you after you have terminated employment, is called the nonforfeitable or vested percentage.

If you are a participant, you will be 100% vested under any of the following circumstances:

1. You have completed 501 Hours of Service in one (1) Plan Year; or,
2. You have not completed 501 Hours of Service in one (1) Plan Year but:
  - a) You have reached the Normal Retirement Age of 55, which is calculated by adding your actual age to your years of service in the plan. (For instance if you are age 45 and have earned 10 years of service under the plan, you have reached the Normal Retirement Age of 55); or,
  - b) You die while still working for your employer; or
  - c) You become totally and permanently disabled while still working for your employer; or,
  - d) The Plan is terminated.

If you are 100% vested, all contributions credited to your account, adjusted for investment gains, losses, forfeitures, and administrative expenses, will be distributed to you. (The time and manner in which your benefits will be distributed is discussed under the heading DISTRIBUTION OF BENEFITS, below.)

**Forfeiture.** If you terminate your employment before you have worked 501 hours in any one Plan Year for any reason other than having reached the Normal Retirement Age, death, or total and permanent disability, and if the Plan has not been terminated, then your vested percentage is 0%. This means that the amount of contributions allocated to your account will be forfeited, after you have incurred 5 one-year breaks in service, and reallocated among the other participants remaining in the plan.

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The plan contains this provision in order to encourage plan participants to remain employees of the contributing employers. Another reason is that the Fund incurs great expense when starting up new accounts and this leads to a decrease in overall benefits. The vested percentage of your account is determined as follows:

<b>Years of Service for Vesting</b>	<b>Vested Percentage</b>
Less than 501 hours in any 1 Plan Year	0%
501 hours or more in any 1 Plan Year	100%

**Year of Service for Vesting.** A year of service for vesting is a plan year in which you earn at least 501 hours of service with your employer. Once you have completed one year of service for vesting, you are 100% vested under the plan.

**HARDSHIP DISTRIBUTIONS**

If you have made pre-tax elective deferrals and you have a hardship reason for withdrawing some of the funds in your account, you may apply to the Board of Trustees for a hardship withdrawal. However, you can only withdraw earnings from your elective deferrals account. The amount of your withdrawal is further limited to your actual hardship need, as discussed below.

A hardship withdrawal may only be made for the payment of (i) medical expenses, (ii) the purchase of a principal residence, (iii) tuition for post-secondary education, or (iv) payments necessary to prevent eviction from, or mortgage foreclosure of, your residence.

In addition, (i) the amount of the hardship distribution cannot exceed the amount of the hardship need (including income taxes which will be due on the distribution), (ii) you must have received all distributions or loans available from other plans maintained by your employer, and (iii) you cannot make any more elective deferrals for the 12 month period following receipt of the distribution, and (iv) you may not make elective deferrals for the taxable year immediately following the taxable year in which the hardship distribution is made in excess of \$15,000 (adjusted for the cost of living) minus the elective deferrals, if any, made in the calendar year of the hardship distribution.

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**DISTRIBUTION OF BENEFITS**

**Qualifying Events.** You will be qualified to receive your vested accrued benefits when you terminate your employment due to one of the following qualifying events:

1. Upon reaching the plan's Normal Retirement Age of 55 which is determined by adding your age to your years of service;
2. Upon your death;
3. Upon your total and permanent disability; or
4. Upon Leaving the Trade (see the Plan Document for additional terms and restrictions on this Qualifying Event.)

**Time of Distribution.** After you have terminated your employment and if you have satisfied one of the Qualifying Events (explained above) you may elect at any time within 90 days after such event occurs or as soon thereafter as is administratively feasible to receive your vested accrued benefits. However, if the value of your vested accrued benefits is \$1,000 or less, your vested accrued benefit will be distributed to you in the form of a lump-sum payment even if you do not elect to receive it. If your benefits are not 100% vested upon distribution, your entire accrued benefits will be subject to forfeitures.

You may incur a 10% penalty tax if distributions are made to you before age 59½.

Benefits may be distributed to you without your consent after you have terminated employment with your employer and you have attained the earliest retirement age under the plan. Benefits must be distributed to you beginning no later than April 1 of the year following the calendar year in which you attain age 70½, even if /unless you are still working.

**Manner of Distribution.** At your election, benefits may be distributed in any one of the following ways (subject to the restrictions contained below and in the section titled A SURVIVOR OR JOINT AND SURVIVOR ANNUITY):

1. A lump-sum paid in a single payment; or,
2. An annuity, payable not less frequently than annually during your lifetime (including a Qualified Joint and 75% Survivor Annuity, an Optional Joint and 50% Survivor Annuity or a Qualified Pre-Retirement Survivor Annuity. See below under the separate heading: A SURVIVOR OR JOINT AND SURVIVOR ANNUITY); or

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3. Approximately equal periodic installments paid over a time not exceeding your life expectancy. Installment payments may be made payable annually or more frequently during your lifetime until your account balance reaches zero. (NOTE: if you elect this form of payment, the Board of Trustees has retained the right to determine if your requested periodic payment schedule is too burdensome upon the Plan Administrator and it may reject or modify your request); or,

4. An Involuntary Cash-Out. If your accrued benefit does not exceed \$1,000, the entire balance will be distributed to you as a cash-out, whether you agree to the disbursement or not. The present value of your benefit must not exceed \$5,000 in plan years beginning after August 5, 1997 and the distribution must be made no later than the end of the second plan year following your termination.

5. A direct rollover to an Individual Retirement Account (IRA) or another qualified retirement plan. A direct rollover is a transfer from the Plan Administrator to an IRA or another tax-qualified retirement plan, which accepts direct rollovers. This type of rollover will avoid the requirement of an automatic 20% withholding on the distribution, which may occur if the distribution is made directly to you. The Board of Trustees will provide you with further information on a direct rollover prior to the time you may make such an election.

If the value of your vested accrued benefit exceeds \$1,000 but is \$5,000 or less, and you do not make an election to have your distribution paid in a form described above under "Manner of Distribution", the entire amount of your vested accrued benefits will be rolled over directly to an IRA established by the Plan Administrator. Pursuant to Department of Labor Guidelines, the Plan Administrator has entered into an agreement with Marshall & Ilseley Trust Company [an IRA provider] to provide the IRA for this rollover and a specific investment in the IRA. This investment is a money market account. The IRA provider has agreed that it will not charge fees in excess of its customary fees with respect to the IRA. Presently, the IRA provider does not charge any fees for these accounts. If funds are rolled over into such an IRA, you have the right at any time to direct the IRA custodian/trustee to transfer the funds to an IRA of your choice. Should you wish to have more information about the IRA, to terminate it, or take any other action with respect to it, you should contact the Plan Administrator.

If the value of your vested accrued benefit exceeds \$5,000 and you do not make an election, your benefits will be distributed according to one of the two annuity forms:

1. If you are married, a joint and survivor annuity payable during your lifetime and the lifetime of your wife or husband; or,

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2. If you are not married, an annuity payable not less frequently than annually during your lifetime.

**Restrictions.** If you are married for at least one year when you reach a Qualifying Event, then your wife must agree in writing to your choice of benefit distribution, other than a joint and survivor annuity. You have the right to elect not to receive benefits in the form of a joint and survivor annuity, provided your spouse consents to your election. These rights of election are so important that they are discussed below under the separate heading, A SURVIVOR OR JOINT AND SURVIVOR ANNUITY.

**A SURVIVOR OR JOINT AND SURVIVOR ANNUITY**

**A Joint and Survivor Annuity.** Generally, if you do not choose to receive your benefit in a different form, the plan requires that a joint and survivor annuity be paid to you if your distributions begin before your death and if you are married at the time the distributions begin. If you are not married at the time your distributions begin, and you do not elect otherwise, you will be paid a single life annuity. Under a joint and survivor annuity, if your spouse survives you, she or he will receive monthly payments equal to 75% of the monthly payments, which were made to you. For example, if a participant with a joint and survivor annuity received \$1,000 per month during his lifetime, his wife, if she survived him, would receive \$750 per month. (The exact amount she or he would receive would have been determined by the Plan Administrator prior to the date distributions to the participant began.)

However, you may elect **not** to receive a joint and survivor annuity (or a single life annuity if not married). You might wish to make such an election for various reasons: for example, often the combined life expectancy of a participant and his spouse is longer than the life expectancy of the participant alone. In such a case, the joint and survivor monthly annuity payments would be less than the single annuity payments. Thus, you may choose not to receive a joint and survivor annuity so that monthly annuity payments to you during your lifetime would be greater than under the joint and survivor annuity. Or, perhaps you wish to have distributions made to you in a different form than a life annuity.

No less than 30 days and no more than 180 days before the anticipated starting date of a joint and 75% survivor annuity (or an optional joint and 50% survivor annuity or a single life annuity if you are not married), the Plan Administrator will distribute to you information concerning your right to elect not to receive a joint and 75% survivor annuity (or an optional joint and 50% survivor annuity or single life annuity if not married). If you request it at that time, the Plan Administrator will also furnish you with more detailed information on the economic effects of such an election. You will then have the right, with the consent of your spouse (if married), up until the date of your first distribution, to elect in writing not to receive a joint and 75% survivor annuity, or an optional joint and 50%

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survivor annuity or single life annuity if you are not married. The consent of your spouse to the election not to receive a joint and survivor annuity must be witnessed by a plan official or notary and must be on a written form supplied by the Plan Administrator.

**An Optional Joint and Survivor Annuity.** If you elect to waive your rights to the Qualified Joint and 50% Survivor Annuity and your spouse consents on the forms provided by the Fund Office, you may elect to receive your benefit as an Optional Joint and 50% Survivor Annuity. Under the optional joint and 50% survivor annuity, if your spouse survives you, she or he will receive monthly payments equal to 50% of the monthly payments, which were made to you. For example, if a participant with a joint and survivor annuity received \$1,000 per month during his lifetime, his wife, if she survived him, would receive \$500 per month. (The exact amount she or he would receive would have been determined by the Plan Administrator prior to the date distributions to the participant began.)

No less than 30 days and no more than 180 days before the anticipated starting date of a joint and 75% survivor annuity (or the optional joint and 50% survivor annuity or a single life annuity if you are not married), the Plan Administrator will distribute to you information concerning your right to elect not to receive a joint and survivor annuity (or the optional joint and survivor 50% annuity or single life annuity if not married). If you request it at that time, the Plan Administrator will also furnish you with more detailed information on the economic effects of such an election. You will then have the right, with the consent of your spouse (if married), up until the date of your first distribution, to elect in writing not to receive a joint and 75% survivor annuity, or the optional joint and 50% survivor annuity or single life annuity if you are not married. The consent of your spouse to the election not to receive a joint and survivor annuity must be witnessed by a plan official or notary and must be on a written form supplied by the Plan Administrator.

**A Survivor Annuity.** If you die prior to the anticipated starting date of a joint and survivor annuity, the plan provides that your spouse will receive a survivor annuity under certain circumstances. If you die prior to normal retirement age, while married, your spouse will then be entitled to receive survivor annuity benefits equal to the benefit she or he would have been entitled to receive if the plan had started paying a joint and survivor annuity to you and your spouse one day before your death. If you are married you may elect, with the consent of your spouse (in the manner described in the plan), not to receive this pre-retirement survivor annuity.

In the case of an unmarried employee, your accrued benefit will be distributed to your designated beneficiary or, if you failed to designate a beneficiary, it will be distributed according to applicable law.

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**DESIGNATION OF BENEFICIARY**

You should designate a beneficiary to receive any benefits which would become payable upon or after your death. **This designation must be made in writing on a form approved by the Trustees. We are included a Designation form with this Summary Plan Description. However, 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, but you and your spouse agree to name someone else as your beneficiary, the plan provides for a procedure for your spouse to consent to **not** be named as your sole beneficiary. If the procedure in the plan is not followed, your spouse may well be your beneficiary, even though you have named a different beneficiary. If you designate your spouse as your primary beneficiary and subsequently divorce, your designation becomes invalid on the date of your divorce. Likewise, if you are unmarried, designate a beneficiary, and later become married, the pre-marital designation becomes invalid upon the first anniversary of your marriage. For more information on designating a beneficiary, please contact the Plan Administrator.

**FILING CLAIMS FOR BENEFITS**

You, as a participant, or your beneficiary (in the event of your death), should file a written application with the Plan Administrator, requesting a distribution of benefits within ninety (90) days after the qualifying event has occurred or as soon as possible thereafter. If your claim, or that of your beneficiary, is denied, the reasons for the denial will be given to you or your beneficiary in writing. You or your beneficiary will then have 60 days (180 days for a claim involving disability) from the date of notice of denial of your claim to appeal the decision in writing to the Board of Trustees. The appeal will then be given a full and fair review by the Board of Trustees.

**RIGHTS OF PARTICIPANTS**

As a participant in **the International Brotherhood of Electrical Workers, Local Union No. 9 & Line Clearance Contractors 401(k) Retirement Plan**, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. Title I of ERISA provides that all plan participants shall be entitled to:

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1. **Receive Information About Your Plan and Benefits:** You have the right to examine, without charge, at the Plan Administrator's office and at other specified locations such as work sites and union halls, all plan documents, including insurance contracts, collective bargaining agreements, the latest summary plan description, and 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 Pension and Welfare Benefit Administration.

Upon written request to the Plan Administrator, you have the right to obtain copies of all plan documents and other plan information described in the preceding paragraph. The administrator may charge you a reasonable fee for the copies.

You have the right to 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.

You have the right to obtain, once a year, a statement of your total, vested accrued benefits and a statement of the earliest date on which your benefits will become vested. The statement must state what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. The Plan may require a written request for this statement, but it must provide the statement to you free of charge.

2. **Prudent Actions by Plan Fiduciaries:** In addition to creating rights for plan participants, Title I of ERISA imposes duties upon the people who are responsible for the operation of the 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

3. **Enforce Your Rights:** If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to a written explanation as to why this was done, and a right to obtain copies of documents relating to the decision, free of charge. You also have the right to have the plan review and reconsider your claim.

Under Title I of ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan's Administrator and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until

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**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
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you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If you believe plan fiduciaries have misused the plan's money, or if you believe you have been 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 your plan or this summary, you should contact the Plan Administrator, TIC International Corporation. If you have any questions about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or contact the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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.

**AMENDMENT AND TERMINATION**

The Board of Trustees expects to continue the plan indefinitely, but reserves the right to terminate the plan or to amend it at any time. The Board of Trustees also reserves 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, each participant will be entitled to receive the entire amount of his account.

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**IDENTIFYING DATA**

Listed below are the names and addresses of certain individuals who have various responsibilities with respect to this plan. Also, certain information with respect to the plan itself is set out in case that information would be of use to you.

**Employers.** Current Employer performing work under the Collective Bargaining Agreement or under related agreements:

Asplundh Tree Expert Co.  
708 Blair Mill Road  
Willow Grove, PA 19090

**Plan Identification Number.**

The Plan's IRS identification number is: 36-6519755. The Plan number is: 002.

**Type of Administration.** The plan is administered by the Board of Trustees. However, to assist it in processing administrative functions, the Board has selected a professional employee benefits administrator, TIC International Corporation (referred to below as the Third-Party Administrator).

**Plan Administrator.** The Board of Trustees for Local Union No. 9, I.B.E.W. & Line Clearance Contractors 401(k) Retirement Plan.

**Third-Party Administrator:**

TIC International Corporation  
6525 Centurion Drive  
Lansing, Michigan 48917-9275  
(877) IBEW-155 Toll Free  
(517) 321-7502  
(517) 321-7508 FAX

**Agent for Service of Process:**

Board of Trustees  
IBEW Local Union No. 9 & Line  
Clearance Contractors 401(k)  
Retirement Plan  
6525 Centurion Drive  
Lansing, Michigan 48917-9275

(In addition, service of legal process may be made upon any plan trustee or the plan administrator, whose names and addresses are listed under this heading.)

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LOCAL UNION NO. 9 & LINE CLEARANCE CONTRACTORS  
401(k) RETIREMENT PLAN***

**Board of Trustees:**

**Employer Trustees:**

Larry Gauger, Secretary  
Asplundh Tree Expert Co.  
7942 South Madison Street  
Burr Ridge, IL 60527

**Employee Trustees:**

Robert W. Pierson, Chairman  
Local Union No. 9, IBEW  
4415 W. Harrison Street  
Suite 330  
Hillside, IL 60162

John Burkard  
Local Union No. 9, IBEW  
4415 W. Harrison Street  
Suite 330  
Hillside, IL 60162

Marty R. Clevenger  
Local Union No. 9, IBEW  
4415 W. Harrison Street  
Suite 330  
Hillside, IL 60162

Craig Nolan  
Local Union No. 9, IBEW  
4415 W. Harrison Street  
Suite 330  
Hillside, IL 60162

Robert Spychalski  
Local Union No. 9, IBEW  
4415 W. Harrison Street  
Suite 330  
Hillside, IL 60162

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