

LABOR UNIONS 401(k) PLAN

Summary Plan Description

2024

TO ALL PARTICIPATING EMPLOYEES

The Labor Unions 401(k) Plan has been developed to assist you in providing for your financial security in retirement. This plan description contains important information concerning the determination of your benefits, the administration of the Plan, and your rights under federal law. We urge you to read this plan description carefully and to refer to it from time to time so that you will be fully aware of your rights and benefits. Every effort has been made to assure the accuracy of this Summary Plan Description (“SPD”). If there is a conflict between this SPD and the Plan Document, the provisions of the Plan Document will govern. The Board of Trustees has the sole authority for interpreting the provisions of the Plan. If you have any questions, you should call BeneSys at (833) 908-0855.

Sincerely,

The Board of Trustees

SUMMARY PLAN DESCRIPTION

Name of Plan

The Plan is known as the Labor Unions 401(k) Plan.

Description of Plan

The Plan is an individual account defined contribution retirement plan which allows you to make voluntary employee contributions through voluntary pre-tax wage deferrals, voluntary after-tax contributions, and Roth contributions. In addition, your Employer may be required to make mandatory employer contributions to the Plan in accordance with the applicable collective bargaining agreement. This Plan is a 401(k) plan and as such, no current federal or state income tax is payable on your deferred pre-taxed wages that are contributed to the Plan. You can elect to reduce your wages by a certain amount, have that amount contributed into the Plan, and then pay federal and state income tax on those amounts only when you receive them. This has the immediate effect of increasing the amount you can save for retirement as compared to saving with after-tax dollars.

Finally, the Plan allows for after-tax contributions and Roth 401(k) contributions. You are not taxed on your investment gains when you take a distribution of Roth contributions if your Roth contributions remain in the Plan for at least five years. The gains on after-tax contributions are subject to tax unless they are rolled over to a Roth IRA.

Another big advantage of this Plan is that all the money you contribute to your account earns interest or other investment gains tax free while in the Plan. However, investment gains are not guaranteed, it is also possible that your account can lose money. You pay taxes on this money only when you take a distribution unless you roll the distribution over to an IRA or other tax qualified Plan. Distributions are available to you upon retirement, death, disability, termination of employment, attainment of age 59½ or in the case of financial hardship.

Participation

You become a Participant upon employment under a collective bargaining agreement or non-bargaining participation agreement that permits voluntary wage reduction contributions and/or employer contributions to the Plan and/or requires mandatory employer contributions to the Plan, upon receipt of those contributions by the Plan. All contributions are 100% and immediately vested.

You may stop your contributions into the Plan at any time. A revocation will be effective as soon as it can be processed by your employer. You cannot withdraw any funds at that time unless you also satisfy one of the eligibility for benefits rules.

Eligibility for Distributions of Benefits

You will be eligible for a distribution of benefits when you satisfy one of the following conditions:

- a. You attain early retirement age of 55 and have severed your employment with all contributing employers.
- b. You attain age 59½. You do not need to terminate employment with all contributing employers to receive a distribution of benefits at age 59½.
- c. You attain normal retirement age of 65. You do not need to terminate employment with all contributing employers to receive a distribution of benefits at age 65.
- d. You terminate employment with all contributing employers for any reason (including death, disability, layoff, etc.) with any employer maintaining this Plan prior to age 59½. Your contributions and investment earnings are available for distribution as soon as practical following termination of employment and receipt of an application for benefits, but may be subject to early withdrawal penalties.

Amount of Contributions

- a. Pre-Tax Contributions. You can contribute up to 100% of your wages, in whole percentages, up to a maximum of \$23,000 for 2024.
- b. Voluntary After-Tax Contributions. You may contribute between 1-10% of your compensation in the form of after-tax contributions via payroll deduction. These contributions will be placed in an After-Tax Savings Account and are 100% vested at all times.
- c. Employer Contributions. The amount of mandatory employer contributions or employer matching contributions are specified in a collective bargaining agreement between the employer and sponsoring union or a Non-Bargaining Participation Agreement.
- d. Catch-Up Contributions. Employees over the age of 50 can make additional voluntary contributions of \$7,500 per year for 2024.
- e. Roth Contributions. The Plan began to accept Roth elective deferrals beginning January 1, 2017.

Vesting of Benefits

While all contributions to the Plan are 100% vested, they are subject to investment gains and losses.

Forms of Benefits

At early retirement age of 55, age 59 ½, normal retirement age of 65, or when you separate from service under the Plan, you may receive your benefits in the form of a partial or total lump sum payment. Your account balance may be rolled over tax-free to an Individual Retirement Account, a Roth IRA, a 403(b) Plan, a 457 Plan, or another tax qualified plan of your employer (if acceptable to that plan).

For all mandatory distributions made on or after March 28, 2005, if the mandatory distribution is greater than \$1,000 and less than \$5,000, if the participant does not elect to have such distributions paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly, then the plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator. Mandatory distributions of less than \$1,000 may be distributed to the participant at the Trustees discretion.

Individual Account

The amount of your benefits, at any time, is the balance in your individual account. The amount is equal to the total of all wage deferrals and/or employer contributions plus any investment earnings credited as of the last valuation date to the account less any investment losses and administrative expenses charged to the account.

Fees

Administrative Fees are expenses for record keeping and administrative services. All participant accounts are charged their pro-capita share of administrative fees (legal, accounting, consulting, recordkeeping etc.) which is currently the following:

- The monthly fee is \$3.00 for accounts between \$0.00 and \$500.00;
- The monthly fee is \$7.00 for accounts between \$500.00 and \$1,000.00;
- The monthly fee is \$10.00 for accounts between \$1,000.00 and \$2,500.00;
- The monthly fee is \$15.00 for accounts between \$2,500.00 and \$5,000.00;
- The monthly fee is \$20.00 for accounts between \$5,000.00 and \$25,000.00;
- The monthly fee is \$25.00 for accounts between \$25,000.00 and \$100,000.00; and
- The monthly fee is \$37.00 for accounts over \$100,000.00.

In addition, investment management fees will be deducted as described in general detail in the prospectus of the mutual funds.

Payment of Benefits

Benefit payments will commence no later than 60 days following the end of the Plan Year in which you qualify for a distribution upon receipt by the administrative office of a properly completed application for benefits form. If you are age 55 and have severed your employment with all

contributing employers, your distribution will not be subject to an early distribution penalty. Generally, benefit payments will be made as soon as possible after a participant has qualified for payment and has submitted an application. The amount of the benefits will be based on the valuation of the account.

If you are over 70 ½, you have the option of commencing your benefits upon the later of April 1 of the calendar year following actual retirement or attainment of age 70 ½ (your Required Beginning Date) provided you are not a 5% owner of an Employer. If you are a 5% owner of an Employer you must commence your benefits by April 1 of the year following the year in which you became 70½ even though you are still working. Effective for required minimum distributions that are made after December 31, 2022, with respect to Participants who attain age 72 after such date, the age for determining a Participant's Required Beginning Date is age 73.

Any outstanding loan balance must be paid off on the date the Participant receives a full distributions of his or her account balance or the outstanding amount of the loan shall be offset against the Participant's account balance.

Investments Under the Plan

Under the Labor Unions 401(k) Plan, you have the opportunity to select from the investment options described below for investment of your account once you become a vested Participant. These investment options are mutual funds managed by several high-quality investment management firms and selected for this Plan under guidelines established by the Trustees. You may invest any percentage of your vested account in one or more of the investment options.

If you do not provide investment instructions, or if your investment instructions do not cover 100% of your account balance or your contributions, then the undirected portion of your investments will be invested in the age-appropriate Vanguard Retirement Fund as the Qualified Default Investment Alternative (QDIA).

All of the current investment options are described in Addendum 1.

You may change your investment selection(s) at any time by transmitting written investment instructions to the Trust Office or through the internet portal at laborunions401k.org. The Trustees reserve the right to change the underlying mutual funds or investment options under the Plan if they determine such a change is in the best interests of the participants and beneficiaries.

This Plan is intended to be administered in accordance with Section 404(c) of ERISA. This means that the Board of Trustees has no fiduciary liability for any investments you make or losses resulting from such investment choices.

Death Benefits - Designation of Beneficiary

You may designate, on a form provided by the administrative office, one or more persons to receive

your benefits in the event of your death prior to payment of your benefits. If you are married and you wish to designate someone other than your spouse as beneficiary, your spouse must agree, in writing, to the designation. Your spouse's signature must also be notarized. If you do not designate a beneficiary, or if the designation is ineffective, the death benefit will be paid in accordance with the following order of priority:

- a. surviving lawful spouse;
- b. surviving children (including adopted children);
- c. surviving grandchildren;
- d. surviving parents;
- e. surviving brothers and sisters;
- f. surviving grandparents.

If no benefit is payable because of your failure to designate a beneficiary, or because none of the individuals described above survives you, the benefit will be paid to your estate.

Hardship Withdrawals

The Plan permits withdrawals of an individual account upon completion of an application for a hardship withdrawal for the following reasons only:

- a. Purchase of your primary residence (excluding mortgage payments);
- b. Prevention of eviction or foreclosure of your primary residence;
- c. Payment of tuition and related education expenses for you or your spouse, dependent or designated beneficiary for the next 12 months of education;
- d. Medical expenses for you or your spouse, dependent or designated beneficiary;
- e. Expenses for repair or damage to a principal residence if considered to be a casualty loss under the Internal Revenue Code; or
- f. Burial expenses for a participant's spouse, dependent or designated beneficiary.

Hardship distributions shall be limited to the lesser of your account balance or the amount needed to satisfy your hardship.

Loans

The Plan permits a Participant to borrow money from his or her 401(k) account. The minimum loan amount is \$1,000.00. The interest rate charged on a loan is the prime rate plus one percent. Only two loans may be outstanding for each participant at any time. A loan must be repaid to the 401(k) Plan within five years except for loans used to acquire a principal residence. If a loan is used to acquire a principal residence it must be repaid within fifteen years. The maximum amount that may be borrowed by a Participant is one-half (1/2) of his or her 401(k) account balance or \$50,000.00, whichever is less.

The Plan permits a second loan as long as the Participant is current on his or her first loan and has made a payment on the first loan within thirty (30) days of applying for the second loan, the first

loan commenced more than 90 days before the second loan, the new loan plus the outstanding balance of the first loan does not exceed the lesser of \$50,000.00 reduced by the excess of the highest outstanding balance of the participant's loans during the 12-month period ending on the day before the new loan, and the Participant has paid the \$50.00 second loan fee.

Spousal Consent

If you are married, a written and notarized spousal consent will be required for all loans and distributions under the Plan.

Divorce

Under federal law, the Plan must honor a qualified domestic relations order (QDRO) which divides a participant's account between a Participant and a non-employee spouse. Under a QDRO, the non-employee spouse may have the option of receiving an immediate distribution of his or her share of the participant account but this kind of distribution may cause significant tax consequences. The spouse may also roll-over his or her portion of the account to another tax-qualified Plan or IRA.

The Plan must be joined in the divorce proceedings. If you are getting a divorce, you should ask your attorney about the division of your Plan benefits. Plan participants may obtain the Plan's QDRO procedures or a sample QDRO from the Plan Administrator free of charge.

The Board of Trustees/ Plan Administrator

Your Plan is sponsored and administered by a joint labor management Board of Trustees. The Plan is administered on a daily basis by BeneSys, Inc.

You may contact the Board of Trustees through the Administrative Office located at:

Board of Trustees of the Labor Unions 401(k) Plan
3737 Camino Del Rio South, Suite 300
San Diego, CA 92108
Phone: (833)908-0855
Fax: (619) 632-5683

A list of participating employers and labor organizations may be obtained by participants and beneficiaries upon written request to the Trustees. The Trustees may impose a reasonable charge to cover the costs of providing this information. Participants and beneficiaries may wish to inquire as to the amount of the charges before requesting such information. The list is available for examination at the administrative office.

The Plan is also maintained pursuant to one or more collective bargaining agreements. Participants and beneficiaries may obtain a copy of the CBA upon written request to the Trustees.

The Trustees may impose a reasonable charge to cover the cost of providing this information. The CBAs are available for examination at the administrative office.

Identification Numbers

The employer identification number assigned to the Plan by the Internal Revenue Service is: EIN 33-6194629.

Type of Administration

Your Plan is administered by the Board of Trustees. The day-to-day administration of the Plan is provided by BeneSys, Inc.

Agent for Service of Process ATTORNEY

The Board of Trustees has designated Meredith J. Sesser, Esq. as agent for the purpose of accepting service of legal process on behalf of the Plan. Ms. Sesser’s office is located at 16000 Ventura Blvd., Suite 915, Encino CA 91436. Each member of the Board of Trustees is also an agent for the purpose of accepting service of legal process on behalf of the Plan. The names and addresses of the Trustees are listed below.

The Trustees

The names and principal addresses of the Trustees of the Labor Unions 401(k) Plan are:

Union Trustees

Jef Eatchel
3737 Camino del Rio South, Suite 300
San Diego, California 92108

Michael Snyder
3737 Camino del Rio South, Suite 300
San Diego, California 92108

Employer Trustees

Terry Ryan
3737 Camino del Rio South, Suite 300
San Diego, California 92108

Matthew Wakefield
3737 Camino del Rio South, Suite 300
San Diego, California 92108

Alternate Trustee (Professional)

Sandy Eatchel
3737 Camino del Rio South, Suite 300
San Diego, California 92108

Type of Plan

This Plan is a defined contribution individual account retirement plan, qualified under Section 401(a) and 401(k) of the Internal Revenue Code.

Source of Contributions

Your benefits from the Plan come from any wage deferral contributions you make, employer contributions, Roth and/or after-tax voluntary contributions plus any investment earnings minus any investment losses and additions through rollovers of other qualified deferred compensation amounts. Your employer will transfer your wage deferral and/or employer contributions to the Plan if it has agreed to make such contributions under your collective bargaining agreement.

Plan Year

The financial records of the Plan and participant accounts are kept on the basis of the calendar year beginning January 1 and ending December 31.

Remittance of Contributions

Your quarterly statement reflects all contributions received, distributions and/or loans, investment earnings and/or losses and expenses incurred during that calendar quarter. For example, contributions deferred by an employee in December, 2023 are received by the Administrative Office by January 15, 2024, and will be reflected on the statement for the first quarter of 2024. Following receipt by the Administration Office, contributions are invested as soon as administratively feasible.

Claims and Appeals Procedure

The following procedures shall apply to all claims and appeals:

- a. **Non-Disability Claims and Appeals.** If a participant or beneficiary applies for benefits and is ruled ineligible by the Trustees, or does not receive the full amount of benefits to which he believes he is entitled, or is otherwise adversely affected by any action of the Trustees, the Participant shall be advised by the Trustees of the following: the specific reason for the adverse benefit determination; reference to the specific plan provisions upon which the denial is based; any additional information needed to perfect the claim; a description of the Plan's appeal procedures and time limits; and, a statement of the claimant's right to bring a civil action. Such participant or beneficiary shall have the right to request the Trustees to conduct a review in the matter, provided that a request for a review is made, in writing, within sixty (60) days after the participant or beneficiary is notified of the action. The Trustees shall then conduct a review at which the participant or beneficiary shall be entitled to present his position and any evidence in support thereof. The participant or beneficiary may be represented at any such review by an attorney or by any other representative of his choosing. The Participant or beneficiary who wishes to appeal has the right to obtain copies

of all documents, records and other information relevant to the claim free of charge.

A benefit determination on appeal will be made by the Trustees no later than the date of the quarterly meeting of the Board that immediately follows the administrative office's receipt of the request for appeal unless the request for appeal is filed within thirty (30) days preceding the date of such meeting. In such case, a benefit determination on appeal will be made no later than the date of the second meeting following the administrative office's receipt of the appeal. If special circumstances require a further extension of time for making a determination on appeal, a benefit determination will be rendered no later than the third meeting following the administrative office's receipt of the request for review and the Trustees will provide the claimant with a written notice of the extension, describing the special circumstances and the date by which the benefit determination will be made, prior to the commencement of the extension. The Trustees will notify the claimant of the benefit determination as soon as possible but not later than 5 days after the benefit determination is made.

b. Disability Claims and Appeals.

- (1) Time for Notice of Determination on Initial Review. Notice of determination must be provided to a claimant within 45 days of receipt of the initial claim instead of 90 days. This period may be extended by up to 30 days if the plan administrator both determines that an extension is necessary due to matters beyond the control of the Plan and notifies the claimant prior to the expiration of the initial 45-day period, of the circumstances requiring the extension and the date by which the plan expects to render a decision. A second 30-day extension is permitted provided the notice of extension explains the standards on which entitlement to benefits is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The claimant shall be allowed 45 days to provide the additional information.

The period of time within which a benefit determination or review must be made begins at the time the claim is filed, without regard to whether the filing contains all necessary information. In addition, during the time period that a claimant is given to supply additional information, the time limits for benefit determination and review are tolled.

- (2) Additional Information to Include in Notice of Adverse Benefit Determination. In addition to the elements contained in a notice of adverse benefit determination involving a claim for benefits, a notice involving a claim for disability benefits shall contain the following additional information:

If the adverse benefit determination was based upon a specific rule, guideline, protocol, or other similar criterion, the notice of adverse benefit determination shall either include such policy or guidance or state that such policy or guidance will be provided free of charge upon request.

If the adverse benefit determination is based on a medical judgment, the notice shall either provide an explanation of the scientific or clinical basis for the determination (applying the terms of the Plan to the claimant's medical circumstances) or include a statement that the explanation will be provided free of charge upon request.

- (3) Appeals of Disability Claims. Claimants shall be given at least 180 days following receipt of notice of an adverse benefit determination to file an appeal (instead of 60 days under the regular pension procedures). Review of a claim for disability benefits shall not afford deference to the initial adverse benefit determination, and the fiduciary conducting the review may not be the individual who made the initial determination or that individual's subordinate. In addition, if the review is based in whole or part on medical judgment, the fiduciary shall consult with a health care professional who has appropriate training and experience in the relevant field of medicine. Any medical or vocational experts whose advice is obtained without regard to whether their advice was relied upon shall be furnished to the claimant.
 - (4) Timing of Notice of Decision on Appeal. Claimants shall be notified of the determination on an appeal for a disability claim within a reasonable period of time, but no later than 45 days from receipt of an appeal. The Trustees may obtain a 45 day extension if the claimant is provided with notice and an explanation of the reason for the delay prior to the end of the initial 45 day period. Notice of the decision on an appeal shall be provided within 5 days after the benefit determination is made.
- (c) Content of Notice of Decision on Appeal for Non-Disability and Disability Claims. The notice shall contain:
- A. The specific reasons for the denial;
 - B. Reference to the specific Plan provision on which the benefit determination is based;
 - C. A statement that the claimant may receive, upon request and free of charge, copies of documents, records and other information relevant to the claim;
 - D. If the adverse benefit determination was based upon a specific rule, guideline, protocol or other similar criterion, the notice of adverse benefit determination shall either include such policy or guidance or state that such policy or guidance will be provided free of charge upon request;
 - E. If the adverse benefit determination is based on a medical judgment, the notice shall either provide an explanation of the scientific or clinical basis for the determination (applying the terms of the plan to the claimant's medical circumstances) or include a statement that the explanation will be provided free of charge upon requesting; and,

- F. The statement: “You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.”

Statement of ERISA Rights

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

Receive Information About Your Plan and 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 collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The plan administrator may make a reasonable charge 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, which is 65 under the Plan, and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. 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 Action 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 act prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such case, the court may require the plan administrator to provide the materials, and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that 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 Federal court. The court will decide who should pay court 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 the court finds your claim is frivolous.

Assistance with Your Questions

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

Termination of Plan and Insurance

This Plan may be terminated by action of the Board of Trustees. If terminated, the assets of the Trust will be distributed to all participants in the Plan in proportion to their account balances as of the date of distribution.

The benefits provided by this Plan are not insured by the Pension Benefit Guaranty Corporation because federal law does not require plan termination insurance coverage for defined contribution individual account plans.

Additional Information

This Summary Plan Description is required by federal law. Of necessity, many of the Plan's provisions have been set forth in summary form. For a complete and detailed description, the official Plan Document is available for your inspection.

All questions with respect to participation, eligibility for benefits, or the nature and amount of benefits, or with respect to any matter of plan administration should be referred to the administrative office:

BeneSys, Inc.
3737 Camino Del Rio South, Suite 300
San Diego, CA 92108
Phone: (833) 908-0855
Fax: (619) 632-5683

The only party authorized by the Board of Trustees to answer questions concerning the Plan is the administrative agent. No participating employer, employer association, or labor organization, nor any individual employed thereby, has any authority in this regard.

ADDENDUM 1

Investments Under the Plan

Under the Labor Unions 401(k) Plan, you have the opportunity to select from the investment options described below for investment of your account once you become a vested Participant. These investment options are mutual funds managed by several high-quality investment management firms and selected for this Plan under guidelines established by the Trustees. You may invest any percentage of your vested account in one or more of the investment options. If you do not select an investment option, or if your selection does not cover 100% of your account balance or your contributions, the undirected portion will be invested in the applicable Target Retirement Fund based on your date of birth as the Plan's Qualified Default Investment Alternative.

The investment options are as follows:

Investment Option	Asset Class
Vanguard Mid-Cap Index Fund	Stock Fund
Vanguard Developed Markets Index	International Stock Fund
Vanguard Total Bond Market Index	Bond Fund
Vanguard Short Term Bond Index	Bond Fund
Vanguard Small-Cap Index	Stock Fund
Vanguard Federal Money Market Fund	Money Market Fund
Vanguard Institutional Index Fund	Stock Fund
Target Date Retirement Funds	
Vanguard Target Retirement Income	
Vanguard Target Retirement 2020	
Vanguard Target Retirement 2025	
Vanguard Target Retirement 2030	
Vanguard Target Retirement 2035	
Vanguard Target Retirement 2040	
Vanguard Target Retirement 2045	
Vanguard Target Retirement 2050	
Vanguard Target Retirement 2055	
Vanguard Target Retirement 2060	
Vanguard Target Retirement 2065	
Vanguard Target Retirement 2070	

ADDENDUM 2

SPIN-OFF EXPENSE POLICY

The following fees shall apply to a Company that wishes to withdraw from the Labor Unions 401(k) Plan (the “Plan”) and transfer assets attributable to its employees to another retirement plan:

- The Company shall inform the Board of Trustees and BeneSys at its administrative office location that it is withdrawing from participation from the Plan.
- The Company shall request a transfer of assets to another plan and complete the Election to Spin-Off Assets to Qualified Retirement Plan form.
- The fees payable for the spin-off shall be \$5,000 plus \$250 per participant. Such fees shall be paid by the Company to BeneSys, the Plan’s Administrator.
- Upon receipt of the signed forms and fee, the Plan will work with the Company and its new recordkeeper to effectuate the spin-off.