

BRICKLAYERS SUPPLEMENTAL ANNUITY PLAN

**Summary Plan Description
for Plan restated effective January 1, 2009, and amended thereafter**

January 1, 2014

Bricklayers Supplemental Annuity Plan

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IMPORTANT REMINDERS

- Keep this booklet in a safe place for future reference.
- Share this booklet with your family, particularly your Spouse.
- If you lose your copy, you can ask the Fund Office for another.
- Promptly notify the Fund Office if your address changes. If the Fund Office is unable to reach you at your last address on file, any benefit payments will be held without interest.
- Nothing in this booklet is meant to interpret or change, in any way, the provisions expressed in this Plan. Copies of the official Plan Document are available at the Fund Office. Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. In addition, the Board of Trustees' interpretation is final and binding. No Employer or Union nor any representative of any Employer or Union, in such capacity, is authorized to interpret this Plan nor can any such person act as agent of the Board of Trustees. The Board of Trustees reserves the right to amend, modify, or discontinue all or part of this Plan whenever, in its judgment, conditions so warrant.
- This SPD summarizes the major features of the Plan; however, it does not contain each and every provision. Complete details are described in the Plan document. While we have made every effort to ensure that what you find here accurately reflects the Plan document, should there be any discrepancy between the Plan document and this summary, the Plan document will govern.

TO RECEIVE MORE INFORMATION

This booklet should answer many of your questions regarding the annuity benefits provided by the Supplemental Annuity Plan of the Bricklayers Pension Fund. If you have more questions, contact the Fund Office, either by calling or writing. Fund Office staff is available to answer your questions during normal business hours on Monday through Friday.

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Introduction

We are pleased to present you with this new, updated Summary Plan Description (“SPD”) of the benefits provided by the Supplemental Annuity Plan (the “Plan”) that was recently amended in January 2009. The Plan, along with the Pension and Annuity Plan of the Bricklayers Pension Fund, Social Security, and your own savings and investments, helps provide financial security for you and your family during your retirement years.

The benefits provided by these Plans can be important sources of additional income during retirement. Therefore, it is important that you and your family have a clear understanding of how they work. To this end, we have made every effort to explain the Plan within this SPD in a clear, straightforward manner. This SPD replaces any prior booklets, and highlights the most important features of the Plan, including:

- How the Plan works;
- How and when you become eligible for your Annuity benefit;
- The rules for rollovers and benefit payment options; and
- What you will need to do in order to receive your benefits.

This SPD also explains how your Annuity benefit can be affected should you marry or divorce.

We recommend that you keep this booklet in a safe place. If you are married, share this booklet with your Spouse. Please read through this SPD thoroughly and carefully. If it does not answer your questions, or if you need further information, contact the Fund Office.

Plan Highlights

The information below highlights some of the features of the Supplemental Annuity Plan. More detailed information is provided later in the booklet.

Eligibility and Participation	<ul style="list-style-type: none"> ■ You are eligible to participate in the Supplemental Annuity Plan if you work for an Employer that has a written agreement with Local No. 1 of the International Union of Bricklayers and Allied Craftworkers that requires your Employer to make contributions to the Plan on your behalf. ■ Your participation in the Plan begins on the date you complete one hour of service in covered employment, provided you meet the eligibility requirements described above and you complete the required enrollment and beneficiary designation forms.
Contributions	<ul style="list-style-type: none"> ■ You do not make, nor are you permitted to make, contributions to this Plan. All contributions are made by your Employer. ■ Contributions are invested by the Board of Trustees, whose objective is to obtain the highest yields consistent with safe financial management.
Vested Status	<ul style="list-style-type: none"> ■ You are immediately vested in the value of your Annuity Account. This means that you have a right to the full value of your Account when you become entitled to a Plan benefit.
Normal Retirement Age	<ul style="list-style-type: none"> ■ Whichever is later: your 65th birthday, or ■ Your age at the fifth anniversary of the date your participation in the Plan began.
Account Value	<ul style="list-style-type: none"> ■ The value of your Account at any time depends on the amount of employer contributions, adjusted for investment gain or loss, minus administrative expenses.
Eligibility For Your Benefit	<p>There are different eligibility requirements for when you may apply for your benefit payment, as follows:</p> <ul style="list-style-type: none"> ■ Normal Retirement Benefit: You must be at least age 65. ■ Late Retirement Benefit: If you are age 65 and continue working, you are eligible for a late retirement benefit upon your actual retirement date or, if sooner, your 70th birthday. ■ Early Retirement Benefit: You must be age 55, and have a credit balance of \$1,600 or more in your Supplemental Annuity Account. ■ Disability Retirement Benefit: You must be permanently and totally disabled, and have a credit balance of \$1,600 or more in your Supplemental Annuity Account. ■ Deferred Vested Retirement Benefit: If you have achieved vested status but your employment is terminated for reasons other than death, or Normal, Late, Early or Disability Retirement.
How Your Benefit is Paid	<ul style="list-style-type: none"> ■ How your Benefit is paid normally depends on the value of your Supplemental Annuity Account and whether you're married or single when payments start.

Normal Forms of Benefit Payment	<p>If you're married:</p> <ul style="list-style-type: none"> ■ 50% Husband-and-Wife Annuity (only available to married participants); or ■ 75% Husband-and-Wife Annuity (only available to married participants). <p>If you're not married:</p> <ul style="list-style-type: none"> ■ Single Life Annuity
Optional Forms of Benefit Payment	<ul style="list-style-type: none"> ■ Lump Sum: You may receive 100% of the entire balance of your Account in a single payment. ■ Two Payments: You may receive 50% of the balance of your Account in a single payment with the remaining balance becoming due at the beginning of the subsequent calendar year. ■ Hybrid: If you have at least \$3,200 in your Account, and you are married, you may receive 50% of the balance in a single payment plus the balance in the form of a "Husband-and-Wife Annuity." If you have at least \$3,200 in your Account and you are single, you will receive a Single Life Annuity. ■ Small Benefits: If your Account value is \$5,000 or less, you will receive your benefit in a single lump sum.
Annuity Benefit in the Event of Your Death	<p>If you die before payment of your Annuity benefit begins:</p> <ul style="list-style-type: none"> ■ If you are married at the time of your death, your spouse is automatically your beneficiary for 100% of your Account, unless you and your spouse submitted a notarized statement naming another beneficiary. ■ If you are not married at the time of your death, your benefit will be paid to your beneficiary as a Lump Sum Payment. <p>If you die after payment of your Annuity Plan benefits begin:</p> <ul style="list-style-type: none"> ■ If you were married and receiving a 50% or 75% Husband-and-Wife Annuity, your spouse will continue to receive 50% or 75%, as applicable, of the monthly benefit you were receiving. ■ If you were not married, your beneficiary will be entitled to receive payment according to the form of payment you elected.

Eligibility and Participation

Becoming a Participant

You are eligible to participate in the Supplemental Annuity Plan if you work for an Employer that has a written agreement with Local No. 1 of the International Union of Bricklayers and Allied Craftworkers that requires your Employer to make contributions to the Plan on your behalf.

Your participation in the Plan begins on the date you complete one hour of service in covered employment, provided you meet the eligibility requirements described above and you complete the required enrollment and beneficiary designation forms.

Throughout this SPD, you will see references to the Effective Date, which is defined as January 1, 2009.

Beneficiaries

Once you become a participant, you must designate the beneficiary or beneficiaries who are to receive your benefit in the event that you die before you receive all the benefits that are due you. To do this, complete a “Beneficiary Designation Form” and return it to the Fund Office. A beneficiary designation is not valid until it is on file at the Fund Office.

Subject to the rules described below, you may name any person or persons you choose as your beneficiary. You may also change your designation at any time by submitting a new form to the Fund Office. In all cases, you must use the form prescribed by the Plan, and it must be properly completed.

If you are married: Your spouse is automatically your beneficiary for 100% of your Annuity Account unless he/she consents in writing to designating a new beneficiary and this consent is notarized.

If you are single: If you don't have a beneficiary designation on file, then any unpaid benefit will be paid to your estate.

How the Plan Works

Supplemental Annuity Fund

Under this Plan, a Supplemental Annuity Fund has been established to receive contributions and pay benefits. An Administrator has been appointed under the terms of a trust agreement to administer the Fund in accordance with the terms of the trust agreement.

Your Individual Account

All Employer contributions on your behalf go into an individual Annuity Account in your name.

Contributions

Your Employer contributes to the Plan in accordance with the requirements of its written collective bargaining agreement with the union. You are neither required nor permitted to contribute. The amount your Employer contributes is generally expressed as a fixed amount per hour worked.

Fund Receipts

Each time you are paid, your Employer will give you a receipt (pay stub) that shows the hours for which contributions were made on your behalf. **We advise you to save these receipts.** Once a year, you will receive an annual statement of your Annuity Account. If you notice a discrepancy between the hours you worked and the hours listed on this statement, contact the Fund Office.

Hours of Service

Your Employer makes contributions to the Plan based on your Hours of Service. Hours of service include:

- Hours for which you are directly or indirectly paid or entitled to payment by an employer for performance of duties.
- Hours for which you are paid, or entitled to payment, by an employer for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty or leave of absence. You will receive no more than 501 hours of service on account of any single, continuous period during which you perform no duties.
- Hours for which back pay has been awarded or agreed to by your employer.

Contributions During Active Military Service

If you are on active military duty, you are entitled to certain rights in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Generally if you return to work within five years after you enter service, you have a right to be reinstated at the level where you would have been if you had not left for military service if you notified your employer that you were going into service, that you receive an honorable discharge, and you return to employment within one of the following time frames:

- 90 days of the date of discharge, if the period of service is more than 180 days;

- 14 days from the date of discharge, if the period of service was 31 days or more but less than 180 days; or
- one day after discharge (allowing 8 hours for travel) if the period of service was less than 31 days.

If you are hospitalized or convalescing from an injury caused by active duty, these time limits may be extended up to two years. Under USERRA, you are required to notify your Employer (in writing or orally) that you are leaving for military service unless circumstances or military necessity make notification impossible or unreasonable. Your Employer is required to notify the Plan within 30 days after you are reemployed following military service.

You will receive credit for contributions to your Annuity Account while you are on military leave only if you meet all of the following conditions:

- You have “reemployment rights under USERRA, as described above;
- You work at least 1,000 hours in covered employment during the calendar year immediately preceding the year in which you enter military service. You are considered to be working in covered employment if your Employer is required to make contributions to the Annuity Plan on your behalf;
- You receive other than a dishonorable discharge from military service; and
- You return to covered employment within the time frames permitted by USERRA. (However, if you die or become permanently disabled as a result of military service, these conditions will not apply.)

The contributions credited to your Account will be based on the average rate of contributions for all employees during the year in which your military service was performed.

Heroes Earnings Assistance and Relief Tax Act (the HEART Act) of 2008

In addition, to assist military families experiencing significant economic hardships due to individuals being called to active duty, Congress passed the Heroes Earnings Assistance and Relief Tax Act (the “HEART” Act) of 2008. The HEART Act provides for additional Plan benefits and protection for individuals who, after leaving covered Employment to serve in the military, either die or become disabled while in qualified military service.

The HEART Act requires pension and annuity plans to provide mandatory death benefits by treating participants who die while in qualified service as if they had returned to active employment before their death.

If you die while in qualified military service, the Plan will treat you as if you had returned to covered employment and were an active employee before your death. Your spouse and/or beneficiaries may be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service), such as the Qualified Preretirement Survivor Annuity, that would have been provided under the Plan if you had resumed covered employment and then terminated covered employment on account of your death.

Contact the Fund Office for more information regarding benefits provided under the HEART Act.

Investments

The Trustees are responsible for investing Fund contributions. The Trustees hire investment managers who invest Fund assets in a selection of fixed income and equity securities.

Vesting

You are always 100% vested in the amount of your Annuity Account. This means you don't have to complete any special period of service to receive your Account value if your employment ends before retirement. However, you should keep in mind that even though your account balance is vested, you are not necessarily eligible for a distribution from the Account. See the section "When Benefits Are Paid" for more information.

Determining the Value of Your Account

The value of your Account at any time depends on a number of factors, including:

- The amount of contributions made by your Employer;
- Investment gains (or losses) on those contributions; and
- Fund administrative expenses that are subtracted from your Account.

After the end of each Plan Year, you will receive a statement showing the balance of your Account and all activity during the year.

When Benefits are Paid

When Benefits are Paid

You are eligible to receive your benefit, as follows:

Normal Retirement Benefit

You are eligible for a Normal Retirement Benefit on or after you reach Normal Retirement Age (age 65). Payment of your benefit begins as of the first day of the next month following your last day of employment.

Late Retirement Benefit

If you turn 65 but continue to work in covered employment, you are eligible for a Late Retirement Benefit upon your actual retirement, or if sooner, your 70th birthday. Payment of your benefit begins as of the first day of the next month following your last day of employment, or if sooner, your 70th birthday. You must begin receiving your benefit no later than April 1st of the calendar year following the calendar year in which you reach age 70½.

Early Retirement Benefit

You are eligible for an Early Retirement Benefit if you reach age 55, provided that you have \$1,600 or more in your Annuity Account. Payment of your benefit begins on the day you retire, or, at your request, as of the first day of any month following termination of covered employment and preceding your normal retirement date.

Disability Retirement Benefit

You are eligible for a Disability Retirement Benefit if your employment ends due to your becoming “totally and permanently disabled” as determined by the Trustees based on evidence you submit to the Fund, provided you have a credit balance of \$1,600 or more in your Annuity Account. Payment of your benefit begins as of the first day of the next month following your last day of employment. From time to time, the Trustees may require that you have a medical examination or submit written proof of your disability status.

Deferred Vested Benefit

You are eligible for a Deferred Vested Benefit if your employment is terminated for reasons other than death, or Normal, Late, Early or Disability Retirement. Payment of your benefit begins as of the first day of the month coinciding with or following your normal retirement date; however, you may request that your Deferred Vested Benefit begin as of the first day of the month coinciding with or following your 55th birthday, or as of the first day of any subsequent month that precedes your normal retirement date.

In lieu of receiving the Deferred Vested Benefit in the manner described above, you may receive your benefit as a Supplemental Annuity Termination Benefit. Payment of this benefit will begin as of any date subsequent to the date your employment with your Employer ended and prior to reaching your 55th birthday. Your monthly benefit amount will be calculated in the same way as an Early Retirement Benefit, based on your Annuity Account as of the date your benefit begins.

Supplemental Annuity Termination Benefit

If you are eligible for a Supplemental Annuity Termination Benefit, and you receive a benefit under this rule in the form of a Lump Sum as described in the section “Lump Sum Payments,” and later return to covered employment, you will not be eligible for additional benefits under this rule for a period of at least three years from the time any benefits have been paid to you.

In-Service Distributions

If you are at least 62 and would otherwise be eligible to begin receiving an Early Retirement Benefit except you have not terminated your covered employment, you may begin receiving In-Service Distributions. You can receive these payments in the same manner you would receive them as if you had retired and were not working.

How Benefits are Paid

How benefits are paid normally depends on the value of your account and whether you are married or your are not married when payments begin.

Normal Forms of Payment

An annuity may be paid in two different ways based on whether you are married or not married when payments begin.

- If you **are married** when you retire, your benefit is normally paid as a 50% or 75% Husband-and-Wife Annuity that pays you a monthly amount for life with 50% or 75% of that amount continuing to your spouse upon your death if he/she survives you. However, if you prefer and your spouse completes the required consent forms, you may elect one of the optional forms of payment described below.

If you elect a form of payment other than the 50% or 75% Husband-and-Wife Annuity forms of payment, you must receive your spouse's written, notarized consent.

- If you **are not married** when you retire, or you and your spouse have rejected the Husband-and-Wife Annuity described below, your benefit is normally paid as a Single Life Annuity that provides monthly payments for as long as you live. Generally, no payments are made after you die.

Single Life Annuity

A Single Life Annuity provides you with monthly pension payments for your lifetime. Upon your death, no more payments are made.

Under the Single Life Annuity, you may receive guaranteed monthly payments depending on the type of pension you are receiving. If you die before receiving payments (whichever is applicable), your beneficiary may be eligible for monthly payments equal to the number of monthly payments you received.

50% or 75% Husband-And-Wife Annuity

If you are married when you retire, the normal form of payment is the 50% Husband-and-Wife Annuity that provides you with monthly benefit payments for your lifetime. As an alternative, you may elect to receive your benefit in the form of a 75% Husband-and-Wife Annuity. After you die, your surviving spouse receives either 50% or 75% of the monthly benefit you were receiving for the rest of his or her life.

Generally, the Husband-and-Wife Annuity is adjusted when it provides benefit payments over more than one life. To be eligible for a 50% or a 75% Husband-And-Wife Annuity, your spouse must be a qualified spouse. A qualified spouse is someone who is legally married to you for at least one year at retirement or, if later, on the date of your death. However, in accordance with the terms of a Qualified Domestic Relations Order (QDRO), your former spouse may also be considered a qualified spouse under the Plan.

A Qualified Domestic Relations Order (QDRO) is a court or administrative order or judgment directing the Fund to pay all or a portion of your benefits to a spouse, former spouse, child, or other dependent for the purpose of providing child support, alimony, or marital property rights.

Note: If you are married and elect a 75% Husband-and-Wife Annuity, you do not need the consent of your spouse.

50% Husband-And-Wife Annuity Example

Jack is married, elects a 50% Husband-and-Wife Annuity, and the amount of his monthly benefit is \$2,000.00. Jack will receive \$2,000.00 each month for the rest of his life. If Jack dies before his wife, his wife will receive \$1,000 (50% of \$2,000.00) for the rest of her life.

Other Forms of Payment

Lump-Sum Payment

You may receive 100% of the entire balance of your Account in a single payment. If you elect a withdrawal from your Account before the end of the calendar year, you will receive the amount that was in your Account at the end of the previous year.

This means that your entire benefit is paid in one payment. Once a Lump-Sum payment is made, no additional benefits will be payable from the Plan. You may have the option of receiving the Lump-Sum Payment as direct payment to you or you may roll it over into another eligible retirement plan (see Section titled “Rollovers”).

Two Payments

You may receive 50% of the balance of your Account, with the remaining balance becoming due at the beginning of the subsequent calendar year after the initial payment.

Hybrid Payment

If you have at least \$3,200 or more in your Account, you may receive 50% of the balance of your Account in a single payment plus the balance in the form of 75% Husband-and-Wife Annuity if you are married or a Single Life Annuity if you are not married.

Note: If you are married and elect a 75% Husband-and-Wife Annuity, you do not need the consent of your spouse.

Small Amounts

If the value of your Account is \$5,000 or less (a “small amount”), you will receive the entire amount in one payment. The Trustees do not need your consent to elect this Lump Sum distribution on your behalf. However, a Lump Sum distribution of a small amount may not be elected after you start receiving your benefit payments unless you and your spouse consent in writing to this Lump Sum at least 90 days before the distribution is made.

There may be tax implications for receiving a Lump Sum distribution. See the section called “Tax Implications” for more information.

Electing a Payment Option

No less than 30 and before 180 days prior to the date your benefit payments begin, you will receive written notice that describes the payment options available to you and the effect of your election on your benefit amount. If you are married, you may file a waiver, or revoke a waiver, of the 50% or 75% Husband-and-Wife Annuity at any time during the 180-day period before your pension benefits begin.

If you elect an optional form of payment, your election must be made in writing. The election can be changed at any time before payments begin. In addition, if you are married and elect a form of payment other than the 50% or 75% Husband-and-Wife Annuity, you must have your spouse's written, notarized consent to this election and to any change of election. After payments begin, your election cannot be changed.

Direct Rollovers

If you or your spouse becomes eligible for a Lump Sum distribution from the Plan, you may defer payment of 20% withholding tax (and the additional 10% penalty tax, if applicable) by rolling over the taxable portion of your distribution to an eligible retirement plan or IRA that accepts rollovers.

To be considered an eligible retirement plan, a plan must accept eligible rollovers, and be:

- (a) A traditional or Roth IRA provided you could have otherwise rolled over a traditional IRA to the Roth IRA during the year; or
- (b) An individual retirement account described in Internal Revenue Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of a state which agrees to separately account for amounts transferred into such plan from this Plan.

In addition:

- (a) A Lump Sum distribution to a Surviving Spouse may also be rolled over to an eligible IRA or eligible retirement plan; and
- (b) A non-Spouse Beneficiary may roll over a lump sum distribution to an inherited individual retirement account.

You cannot roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for:

- (a) Your lifetime (or your life expectancy);
- (b) Your lifetime and your Beneficiary's lifetime (or life expectancies); or
- (c) A period of 10 or more years.

Any portion that is not rolled over will be taxable in the year in which it is received. Keep in mind that if you receive your distribution directly, 20% must be withheld for federal income taxes. Therefore, if you roll over your full distribution after payment is made directly to you, you must replace the 20% that was

withheld from your distribution. If you do not make up the 20% that was withheld from your distribution, that 20% will be taxable income to you.

Beginning in the year you reach 70½, a certain portion of your payment cannot be rolled over because it is a required minimum payment that must be paid to you.

Hardship Withdrawals

This Plan allows one hardship withdrawal during any 12-month period from contributions made on your behalf since January 1, 2008. If you are married, your spouse must consent in writing to this hardship withdrawal. A hardship withdrawal may be made for any of the following:

- Educational expenses, including tuition and/or room and board and related expenses for you and your dependent children at an accredited college or university. Hardship withdrawals for this purpose can only be used for expenses incurred during the semester, year or period immediately prior to or current to the application.
- The purchase of a house, or coop or condominium apartment as your primary residence.
- Funeral expenses for your spouse, dependent child, dependent grandchild or children, or your parent or your spouse's parent.
- Expenses in excess of \$1,000 resulting from an illness or accident which have not been reimbursed by benefits payable from The Bricklayers Welfare Fund, any public or private plan or program including, but not limited to Social Security, workers compensation, Medicaid, or any employer, union, employer-union welfare plan or program.
- Expenses related to the prevention of foreclosure, tax lien or eviction proceedings threatening the loss of a home, cooperative or condominium, or apartment, which is your principle residence.
- Expenses related to the repair of damage to your primary place of residence due to fire, hurricane, flooding, etc.

Benefits in the Event of Your Death

If You Die Before You Retire

In the event of your death before your benefit payments begin, your spouse or beneficiary may be eligible to receive a Pre-Retirement Death Benefit.

Pre-Retirement Spouse Death Benefit

If You Are Age 55 or Older

In the event of your death, your spouse will be eligible for a Pre-Retirement Spouse Death Benefit provided:

- You were age 55 or older at the time of your death; and
- You had been married to your spouse during the year immediately before your death or your spouse is required to be treated as a spouse under a Qualified Domestic Relations Order (QDRO).

The monthly amount and manner of your benefit payments is determined as follows:

- As though you had retired immediately preceding your death; and
- As though you had begun to receive a Deferred Vested Benefit in the form of a 50% or 75% Husband-and-Wife Annuity.

Benefits will begin as of the first day of the calendar month coinciding with or next following your death and will continue until the beginning of the calendar month in which your surviving spouse dies.

If You Are Younger than Age 55

If you are younger than 55 when you die, your surviving spouse will receive a benefit equal to the amount they would have received if you had:

- Retired immediately;
- Survived until you had reached age 55;
- Began to receive a Deferred Vested Benefit in the form of a 50% Husband-and-Wife Annuity; and
- Died immediately thereafter.

Benefits will begin as of the first day of the calendar month following the calendar month in which you would have turned 55 had you lived, and will continue until the beginning of the month in which your surviving spouse dies.

Your spouse may elect, in writing, to receive this benefit as a Lump Sum payment.

Other Death Benefits

If you don't qualify for a Pre-Retirement Spouse Death Benefit and have continued to meet the participation requirements until your death, your beneficiary or beneficiaries will receive a benefit equal to the value of your Annuity Account as of the date of your death.

If you die while in qualified military service, as defined by the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART), you will be deemed to have met the eligibility requirements for active participation in the Plan.

If You Die Before You Retire

Before Your Benefits Begin

If you retire under the Normal, Late, Early or Disability Retirement Benefit and die before the date your benefit payments begin, then providing you were married immediately prior to your death, your surviving spouse will be eligible to receive a death benefit. If you retired under the Disability Retirement Benefit, you must still be disabled at the time of your death for your surviving spouse to receive a benefit.

The monthly amount and manner of payment will be determined as though your benefit when you retired began upon your death as a 50% or 75% Husband-and-Wife Annuity.

If you are unmarried when you die, your designated beneficiary(ies) will receive a benefit in accordance with the form of payment you elected.

After Your Benefits Begin

If you retire under the Normal, Late, Early or Disability or Deferred Vested Retirement Benefit and you die after your benefit payments begin, your surviving spouse or beneficiary(ies) will receive a death benefit in accordance with the provisions outlined above.

If you are receiving a benefit under the provisions of a 50% or 75% Husband-and-Wife Annuity and you are married on the day you die to the spouse to whom you were married when your benefit payments commenced, your spouse will receive the provided survivor's annuity.

The Plan shall pay a death benefit as follows:

- Upon your death to your designated beneficiary or beneficiaries; or

The amount of the death benefit will be equal to the balance of your Annuity Account as of the later of:

- The date of your death; or
- The date of your surviving spouse's death, less any benefits previously paid to you, and if applicable, your surviving spouse.

Designating a Beneficiary

As a participant in this Plan, you must designate a primary beneficiary or beneficiaries and a contingent beneficiary or beneficiaries to receive any benefit that may become payable under this Plan as a result of your death. To designate your beneficiaries, you should fill out the appropriate forms furnished by the Trustees. You may cancel, change, or revoke these beneficiaries at any time without notifying your beneficiaries. However, your beneficiaries will not be effective until you file these forms with the Trustees.

Please note that you cannot cancel, change, or revoke a beneficiary designation without your spouse's written consent.

If you fail to designate a beneficiary or beneficiaries, or if your designated beneficiaries die before you, the Trustees are empowered to designate a beneficiary or beneficiaries on your behalf, but only from among the following with priority in the order named by letter (includes people you have legally adopted):

- (a) your surviving spouse;
- (b) your children and children of deceased children per stirpes (by right of representation);
- (c) your parents;
- (d) your brothers and sisters and nephews and nieces who are children of deceased brothers and sisters per stirpes (by right of representation); and
- (e) your estate.

Neither the Employers nor the Trustee (in their capacity as Trustee) may be named as a beneficiary.

Proof of Death

For the purpose of this Plan, a certified copy of your death certificate is considered sufficient evidence of your death.

Death Benefits for Certain Vested Participants

If you are not qualified for an Early, Normal, or Late Retirement Benefit and die after you retire but before you start receiving your benefit, your surviving spouse is eligible to receive a benefit provided you have been credited with at least one hour of service on or after August 23, 1984.

This benefit is equal to the amount he/she would have been entitled to had you retired immediately before you died and, at that time, begun to receive benefit payments in the form of a 50% or 75% Husband-and-Wife Annuity on the first day of the calendar month coincident with or next following your date of death, or your 55th birthday, whichever is later.

This benefit will begin on the first day of the calendar month coinciding with or next following your date of death or your 55th birthday, whichever is later, and shall continue until the beginning of the calendar month in which your spouse dies.

Preretirement Spousal Coverage Elections

If your benefit payments have not begun, and if you did not retire before August 23, 1984, you may elect in writing not to have your benefit payments go to your surviving spouse when you die. You must make this election after the first day of the calendar year in which you turn 35, or, if you retire from the bricklaying trade prior to age 35 with a balance in your Annuity Account, the date of your retirement and before your date of death (and after August 23, 1984) as long as your spouse agrees in writing. This written agreement must be witnessed by a notary. You may revoke this election and make another election as long as your spouse agrees in writing at any time during the same period.

If your spouse dies, or if you are divorced prior to your death, coverage is automatically revoked as of your spouse's date of death or the date of your divorce, unless otherwise provided under the terms of a Qualified Domestic Relations Order. If you remarry after your spouse dies or you are divorced, your subsequent spouse will be covered as described in the sections above.

Tax Implications

Your benefit is not considered taxable income until you actually receive it. Once received, this money must be reported as taxable income. However, since there are a number of methods to reduce or delay your tax liability, you should discuss your particular situation with a competent financial advisor.

Other Important Information

Employment Transfers

If you transfer employment between employers who had adopted this Plan, and remain in covered employment, your coverage will remain unaffected.

Minimum Required Distributions

Unless you elect otherwise, your benefit payments shall begin no later than the 60th day after the latest end of the Plan Year:

- In which you turn 65;
- Stop covered employment; and
- During which the fifth anniversary of your initial participation occurs.

Other provisions may apply. If you have questions, please call the Fund Office.

Withholding/Suspension of Benefit Payments Before October 1, 1985

This Section applies only to those benefits earned due to employment prior to October 1, 1985.

Prior to Age 65

If you work as a bricklayer in the construction industry in New York City, in New York State, or in any other area encompassed by a Fund that has a reciprocal agreement with this Plan, you cannot receive a benefit payment for any month before you turn 65, regardless of your vesting status.

After Age 65

If you work at least 40 hours as a bricklayer in the construction industry in New York City, in New York State, or in any area encompassed by a Fund that has a reciprocal agreement with this Plan, you cannot receive a benefit payment for any month during which or after you turn 65. The following conditions apply:

- Benefit payments will begin once you turn 70½ .
- Once benefit payments begin, the Trustees will notify you of the Plan's rules for suspension of benefits.
- If you start working as a bricklayer, you must notify the Fund in writing within 21 days after starting, regardless of the number of hours you will be working. If you have worked as a bricklayer in any month and have failed to notify the Fund in a timely manner, the Trustees will presume that you worked for at least 40 hours that month, and your benefits will be suspended. The Trustees must inform you at least every 12 months of the re-employment notification requirements.

- If your benefits have been suspended, you must notify the Fund when you have returned to work. Benefit payments will continue to be withheld until you notify the Fund.
- You have the right to ask the Trustees whether employment that you are considering will be considered prohibited.
- The Trustees will inform you of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which your benefits are withheld. This notice will include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable regulation of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice will describe the procedure for notifying the Fund when your employment as a bricklayer ends.
- If the Fund intends to recover prior overpayments, the suspension notice will explain the offset procedure and identify the amount expected to be recovered, as well as the periods of employment to which they relate.

Suspension of Benefits Review

You are entitled to request a determination from the Trustees' regarding a potential suspension of benefits. Your request for a review should be filed with the Trustees within 180 days of the notice of suspension. The same right of review applies to a determination by the Trustees about whether or not employment you are considering is deemed prohibited.

Resumption of Benefit Payments after a Suspension

Benefits will be resumed after the last month for which they were suspended, with payments beginning no later than the third month after the last calendar month for which your benefit was suspended.

Any overpayments will be deducted from monthly benefit payments.

The monthly amount of your benefit when resumed after suspension will be determined according to whichever of the following is applicable (and adjusted for the 50% or 75% Husband-and-Wife Annuity form of payment):

- **Resumption before Age 65:** if you have not yet turned 65, the benefit amount will be the sum of the monthly amount of benefit paid or payable for Hours of Service up to the date on which you last retired, plus the benefit based on the portion of your Annuity Account attributable to Hours of Service in Covered Employment since the date on which you last retired.
- **Resumption after Age 65:** if you have turned 65, the benefit amount will be the sum of the monthly amount of benefit paid or payable for Hours of Service in Covered Employment up to the date on which you last retired, plus the benefit based on the portion of your Annuity Account attributable to Hours of Service in Covered Employment since the date on which you last retired.
- The amount determined in paragraph (1) or (2) above will be adjusted for any 50% or 75% Husband-and-Wife Annuity benefit payments you have previously received, based on the applicable ages as of the date the benefit is recalculated. If a 50% or 75% Husband-and-Wife Annuity is in effect prior to the suspension of benefits, it will remain in effect if your death occurs while your benefits are suspended. If you return to employment as a bricklayer, you will not be entitled to elect a new form of benefit payment.

- If you were receiving a Disability Retirement Benefit, you will need to prove that you are still eligible for a Disability Retirement Benefit.

Applying for Benefits

In order to receive benefit payments, you must complete a Withdrawal Application. For a copy of the Withdrawal Application, contact the Fund Office. As stated earlier, although you don't need to begin receiving benefit payments as soon as you're entitled to them, under Federal law, you must begin to receive benefit payments by April 1st following the year in which you turn 70½. For example, if you turn age 70½ on May 30, 2011, you must begin to receive benefits by April 1, 2012.

Whenever administratively possible, you will receive a decision from the Board of Trustees on your application for benefits within 90 days (or 45 days benefits due to disability), unless special circumstances require an extension of time for processing. If an extension is required, you will receive written notice of the extension within the initial determination period. The extension notice will include the reasons for the extension and the date by which a decision will be made. The extension of time will not exceed 90 days after your application is received. If the application was for benefits due to disability, the Plan may extend the initial 45-day period up to an additional 60-day maximum. However, if a determination is not made within the first 30 days of extension, you will be notified that an additional 30 days are necessary.

In some instances, the Plan may require additional information to process and make a determination on your application when it is due to disability. If such information is required, the Plan will notify you within 45 days of receiving your initial application. You then have up to 45 days in which to submit the additional information. If you do not provide the information within this time, then your application will be processed without the requested information and your application may be denied.

Generally, once your application has been approved, benefits will be paid as soon as administratively possible. If your application is denied, you have the right to request a review.

The Fund Office must have your current address on file at all times. This helps ensure that you receive important correspondence and your payment checks on time. If you or your beneficiary do not notify the Fund Office if you move, and a certified letter is returned, any payments due will be held without interest until a claim is made.

If Your Application is Denied

In most cases, disagreements about benefit eligibility or amounts can be handled informally by calling the Fund Office. If a disagreement is not resolved, there is a formal procedure you can follow to have your application reconsidered.

If your application is denied, you will receive a written statement, which will include:

- The specific reason(s) for the denial;
- Reference to the specific Plan provision(s) on which the denial is based;
- A description of any additional information needed and an explanation of why the information is necessary;
- An explanation of the Plan's appeal procedure along with time limits for filing an appeal; and
- A statement that you have the right to bring a civil action under ERISA Section 502(a) following an appeal.

If your application for a disability pension is denied, you will receive a written notice, which will include a statement that:

- A copy of any internal rule, guideline, protocol, or similar criteria upon which the denial was based is available, free of charge, upon request;
- A copy of any medical judgment (medical necessity, experimental, or investigational), including an explanation regarding the scientific or clinical judgment, upon which the denial was based is available, free of charge, upon request; and
- A statement that you or your authorized representative may make an appeal request for review of the decision if you disagree with that decision.

If your application for benefits is denied, you (or your authorized representative) may file a written appeal with the Fund Office no later than 60 days (180 days for benefits due to disability) after you receive notice that your application has been denied. When filing an appeal, you have the right to:

- Submit additional proof of entitlement to benefits; and
- Examine any Plan Documents that are related to your application.

Benefit Payment to an Incompetent Person

If benefit payments under the Plans are due to an incompetent or physically or mentally disabled person, the Trustees may make payments directly to any legal representative appointed for that individual. If the Trustees are not aware of any legal representative, the Trustees may make payment to the institution responsible for that individual or to the spouse, child(ren), or any other person whom the Trustees reasonably determine is caring for or otherwise providing support and maintenance for the individual.

Exhaustion of Remedies

You must exhaust the Plan's procedures for review of a denial of benefits before you may bring a lawsuit or other administrative action for benefits. All lawsuits must be brought within three years of the date of the Trustees' decision on your request for review.

Right of Recovery

Whenever the Plan, as a result of oversight, lack of information or misrepresentation has paid benefits in excess of amounts that should have been paid, the Fund Office has the right to recover such overpayment(s) from you or your Beneficiary.

Administrative Facts

Plan Name and Plan Type

This Plan is known as the Bricklayers Supplemental Annuity Plan. The Plan is maintained through collective bargaining agreements between the various Employers in the industry and the Local No. 1, New York of the International Union of Bricklayers and Allied Craftworkers.

These collective bargaining agreements provide that Employers contribute to the Supplemental Annuity Plan on behalf of each covered Employee on the basis of a fixed rate per hour. Benefits are paid from the Fund's assets, which are accumulated under the provisions of the written agreement and Trust agreement.

The Supplemental Annuity Plan is a defined contribution profit sharing pension plan.

Plan Employer Identification Number and Plan Number

Supplemental Annuity Plan: 51-6135078

Supplemental Annuity Plan: 002

Plan Year and Effective Date

Plan Year: January 1 – December 31

Effective Date: January 1, 1967, restated January 1, 2001, restated January 1, 2009, and as thereafter amended.

Plan Administrator

The Bricklayers Supplemental Annuity Fund is administered by a joint Board of Trustees made up of Union Trustees and Employer Trustees. The names of the current Trustees appear in this SPD. The office of the Board of Trustees may be contacted at:

Board of Trustees
The Bricklayers Supplemental Annuity Fund
66-05 Woodhaven Boulevard
Rego Park, NY 11374
718-459-5800

Plan Sponsor

The Bricklayers Supplemental Annuity Fund is sponsored by the joint Board of Trustees. The office of the Board of Trustees may be contacted at:

Board of Trustees
The Bricklayers Supplemental Annuity Fund
66-05 Woodhaven Boulevard
Rego Park, NY 11374
718-459-5800

Participating Employers

The Bricklayers Supplemental Annuity Fund will provide you, upon written request, with information as to whether a particular employer is contributing to the Plan on behalf of employees working under a written agreement, as well as the address of such employer.

Agent for Service of Legal Process

The Board of Trustees has been designated as the agent for the service of legal process. Legal process may also be served on the individual Trustees.

Board of Trustees Powers and Duties

The Board of Trustees shall have such powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following powers and duties:

- (a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;
- (b) to prescribe rules for the operation of the Plan;
- (c) to adopt actuarial tables for use under the Plan;
- (d) to receive from the Employers and from Employees such information as shall be necessary for the proper administration of the Plan;
- (e) to employ an independent qualified public accountant to examine the books, records, and any financial statements and schedules prepared by the actuary which are required to be included in the annual report;
- (f) to file with the appropriate government agency (or agencies) the annual report, plan description, summary plan description, and other pertinent documents which may be duly requested;
- (g) to file such terminal and supplementary reports as may be necessary in the event of the termination of the Plan;
- (h) to furnish each Employee and each beneficiary receiving benefits hereunder a summary plan description explaining the Plan;
- (i) to furnish any Employee or beneficiary, who requests in writing, statements indicating such Employee's or beneficiary's Supplemental Annuity Account value, if any;
- (j) to furnish to an Employee a statement containing information contained in a registration statement retired by Section 6057(a) (2) of the Internal Revenue Code of 1986 prior to the time prescribed by law to file such registration, if such statement contains information regarding the Employee;
- (k) to maintain all records necessary for verification of information required to be filed with the appropriate government agency (or agencies):

- (l) to delegate to one or more of the members of the Board of Trustees the right to act in its behalf in all matters connected with the administration of the Plan and Trust;
- (m) to appoint a plan administrator and delegate to such plan administrator such of the above powers and duties as the Board of Trustees deems appropriate; and
- (n) to appoint or employ for the Plan any agents it deems advisable, including, but not limited to, legal counsel
- (o) to enter into reciprocal agreements with other pension funds.

The Board of Trustees shall have the power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan. All rules and decisions of the Board of Trustees shall be uniformly and consistently applied to all Employees in similar circumstances. The Trustees shall, within their absolute discretion, construe and interpret the terms of this Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder; the Trustees interpretation of this Plan shall be final and binding on all Participants and beneficiaries.

Board of Trustees Procedure

The Board of Trustees shall adopt such bylaws as it deems desirable, shall elect one of its members as Chairman and shall elect a Secretary who may, but need not, be a member of the Board of Trustees. The Board of Trustees shall advise the Administrator of such elections in writing. The Secretary of the Board of Trustees shall keep a record of all meetings and forward all necessary communications to the Manager and the actuary.

Authorization of Benefit Payments

The Board of Trustees shall issue directions to the Manager concerning all benefits that are to be paid from the Fund pursuant to the provisions of the Plan. The Board of Trustees shall keep on file, in such manner, as it may deem convenient or proper, all such reports.

Payment of Expenses

All expenses incident to the administration, termination or protection of the Fund, including but not limited to, actuarial, consultant, legal, accounting, Manager's fees shall be paid by the Board of Trustees from the Fund.

Unclaimed Benefits

If you or your beneficiary are eligible to receive benefits from the Plan and you have not applied for these benefits, the Board of Trustees will mail by registered or certified mail to you or your beneficiary at the last known address on record a request for your address and/or satisfactory evidence that you have not died. You or your beneficiary will need to furnish the Board of Trustees with this information within three months. Otherwise, the Board of Trustees may determine that you are deceased (with no surviving beneficiary), and declare your benefits (or any unpaid portion thereof), suspended as if your death had occurred on the date of the last payment made or the date you first became entitled to receive benefit

payments. If you do not furnish this information, you won't forfeit your benefits. Any unclaimed benefits will be assets of the Fund until they are claimed.

Employee Data

The Board of Trustees may require that you provide certain personal data (and reasonable proof of the accuracy thereof) necessary for the calculation of your benefit. Failure to furnish this data may delay your benefit payments. The Board of Trustees is entitled to rely upon information you furnish, and is not liable to any person with respect to any false or otherwise inaccurate information.

False or inaccurate information can result in your benefits being adjusted to reflect the true facts and may also call for you to make up any overpayments or for the Plan to make up any underpayments.

Non-guarantee of Employment

Nothing contained in this Plan should be construed as a contract of employment between you and any Contributing Employer, or as your right to continue in employment or as a limitation of the right of a Contributing Employer to discharge any of its employees, with or without cause.

Qualified Domestic Relations Order (QDRO)

Under the terms of a Qualified Domestic Relations Order (QDRO), certain payments could be made to pay alimony, child support, or marital property rights. If a QDRO is received, you will be notified. A QDRO may affect the amount of benefits you will receive or are receiving. If you have questions about QDROs, please contact the Fund Office.

Rights to Fund Assets

You don't have the right to, or interest in, any assets of the Fund when you leave employment, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to you out of the Fund assets. Neither the Employers nor any member of the Board of Trustees shall be liable to you or your beneficiary for benefits from this Plan, except for those payable from the Fund in accordance with the terms of the Plan.

Nonalienation of Benefits

Neither you nor your beneficiary have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair, in any manner, your legal or beneficial interest, or any interest in assets of the Annuity Fund, or benefits of this Annuity Plan. Neither the Annuity Plan nor any of the assets thereof, shall be liable for your or your beneficiary's debts, nor be subject to attachment or execution or process in any court or action or proceeding.

Board of Trustees' Right to Amend

The Board of Trustees reserves the right from time to time to amend the Plan, except as provided by applicable law and such amendment will not cause any part of the Fund to be used for, or diverted to, any purpose other than the exclusive benefit of employees included in this Plan.

Pension Benefit Guaranty Corporation

The Pension Benefit Guaranty Corporation (PBGC) is a federal agency that insures benefits earned in a defined benefit pension plan. This Plan is a “defined contribution” plan under which you are guaranteed no specific benefit, and **the Plan is not insured by the PBGC.**

Employer Withdrawals, Plan Terminations, Mergers

Employer Withdrawal

The Board of Trustees expects to continue the Annuity Plan indefinitely, but reserves the right to change or end the Plan. If the Plan is ended, no part of the remaining assets will be returned to any employer or union. Plan assets will be distributed as follows:

- (a) First, Plan expenses will be paid;
- (b) Second, individual Accounts approved for payment before the termination of the Plan will be paid;
- (c) Third, any remaining assets will be distributed among Plan participants. Each participant will receive a portion of the remaining assets equal to the ratio between the balance of his or her individual account and the accumulated total of all accounts.

If a participant does not submit an application for payment of his or her Account, the Trustees will send a notice by registered mail to the participant's last known address. If the participant does not respond within six months after being sent the notice, the participant's account will be forfeited and redistributed on a pro rata basis among other participants.

Plan Mergers or Transfers

The Plan shall not be merged or consolidated with, nor shall any Plan assets or Liabilities be transferred to, any other plan, unless each Participant in the Plan (if the Plan then terminated) receives a Benefit immediately after such merger, consolidation, or transfer, which is equal to or greater than the Benefit he would have been entitled to receive immediately before such merger, consolidation, or transfer (if the Plan had then terminated). In addition, any merger consolidation, or transfer of Plan assets of liabilities shall be made in accordance with Sections 4231 and 4232 of ERISA.

Amounts Returnable

In no event shall a Contributing Employer receive any amounts from the Fund, except if the Contributing Employer makes a mistake. In this case, the contribution may be returned within six months after the payment is made.

Applicable Law

Any questions that arise with respect to the provisions of this Plan shall be determined under ERISA and the laws of the State of New York, only to the extent not otherwise preempted by ERISA.

Your ERISA Rights

As a participant in the Bricklayers Supplemental Annuity Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Receive Information about Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and Union halls, all documents governing the Plan. These include insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA);
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and 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 information on the Plan's funded status. The Fund Office is required by law to furnish each participant with a copy of the Annual Funding Notice for the Plan; and
- Receive a benefit statement at least once every three years if you are a Participant with a nonforfeitable accrued benefit who is employed by the Employer maintaining the Plan at the time the statement is furnished; and
- Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (generally age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 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, 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 application for a pension 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. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's application and appeals procedures.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the 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 a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have an application for benefits that 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, 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 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, 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 (EBSA), U.S. Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, D.C. 20210

For more information on your rights and responsibilities under ERISA or for a list of EBSA offices, contact the EBSA by:

- Calling 1-866-444-3272; or
- Visiting the Web site of the EBSA at www.dol.gov/ebsa.

ADMINISTRATIVE INFORMATION

Official Plan Name	Bricklayers Supplemental Annuity Fund
Employer Identification Number (EIN)	51-6135078
Plan Number	002
Plan Year	January 1 – December 31
Type of Plan	Profit Sharing Plan, effective January 1, 2009
Effective Date	January 1, 1967 and restated effective January 1, 2009 and as thereafter amended.
Funding of Benefits	All contributions to the Annuity Fund are made by employers in accordance with their collective bargaining agreements, participation agreements or other forms of mutual agreement with the Local No. 1 New York of the International Union of Bricklayers and Allied Craftworkers. These agreements require that employers contribute to the Annuity Fund on behalf of each covered employees on the basis of a fixed dollar amount for each hour than an employee is paid.
Trust	Assets are held in a Trust Fund for the purpose of providing benefits to covered participants and paying reasonable administrative expenses. The Fund's assets are held in a custodial bank account and are invested by professional investment advisory firms.
Plan Administrator	The Bricklayers Supplemental Annuity Fund is administered by a joint Board of Trustees composed of Union Trustees and Employer Trustees, whose names appear in this beginning of this summary booklet. The office of the Board of Trustees may be contacted at: Board of Trustees Bricklayers Supplemental Annuity Fund 66-50 Woodhaven Boulevard Rego Park, NY 11374 (718) 459-5800
Plan Sponsor	The Bricklayers Supplemental Annuity Fund is sponsored by the joint Board of Trustees. The office of the Board of Trustees may be contacted at: Board of Trustees Bricklayers Supplemental Annuity Fund 66-50 Woodhaven Boulevard Rego Park, NY 11374 (718) 459-5800
Trustees	Board of Trustees Bricklayers Supplemental Annuity Fund 66-50 Woodhaven Boulevard Rego Park, NY 11374 (718) 459-5800

Participating Employers	The Bricklayers Supplemental Annuity Fund will provide you, upon written request, with information as to whether a particular employer is contributing to the Plan on behalf of employees working under a written agreement, as well as the address of such employer. Additionally, a complete list of employers and unions sponsoring the Annuity Fund may be obtained upon written request to the Fund Office and is available for examination at the Fund Office.
Agent for Service of Legal Process	The Board of Trustees has been designated as the agent for the service of legal process. Legal process may also be served on the individual Trustees.

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