

JOINT INDUSTRY BOARD EMPLOYEES' 401(k) PLAN



SUMMARY PLAN DESCRIPTION
October 2023

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This booklet contains the Summary Plan Description (SPD) of the Joint Industry Board Employees' 401(k) Plan (the Plan). This SPD sets forth what benefits are available under the Plan, who may receive benefits, how to apply for benefits and what rights you have under the Plan and under the Employee Retirement Income Security Act of 1974, as amended. This information applies to the Plan effective on October 1, 2023, unless specifically stated otherwise. Note that this SPD does not contain every detail set forth in the actual Plan. In case of any ambiguity or conflict between the terms of the Plan and the terms of the SPD, the provisions of the Plan are controlling and will govern your rights and responsibilities under the Plan. This SPD supersedes and replaces all previous SPDs.

GENERAL INFORMATION

Name of Plan:	Joint Industry Board Employees' 401(k) Plan
Plan Sponsor Identification No:	13-0891035
Plan Number:	002
Plan Year:	January 1 to December 31
Plan Administrator and Agent for Legal Process:	401(k) Plan Committee Joint Industry Board of the Electrical Industry 158-11 Harry Van Arsdale Jr. Avenue Flushing, NY 11365 (718) 591-2000 Service may also be made on any Trustee at 158-11 Harry Van Arsdale Jr. Avenue Flushing, NY 11365 (718) 591-2000
Type of Plan:	This is a defined contribution profit-sharing plan with 401(k) and Roth features. Your benefits are based upon the amount of money in your Contribution Account, which consists of your Elective Deferral Contributions Account, Roth Contributions Account, Employer Contributions Account, Safe Harbor Contributions Account, your Rollover Account, if any, and income thereon, less all applicable expenses.
Type of Administration:	The Plan is administered by a Committee made up of an equal number of Employer and Employee Trustees. The names and office addresses are listed below:

HUMBERTO J. RESTREPO
Chairman
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

SCOTT FELDMAN
Vice Chairman
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

KAREN FLORES
Secretary
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

ANDREW TRATNER
Treasurer
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

ESTABLISHMENT OF PLAN

The Plan was established with the primary purpose of providing Employees of the Joint Industry Board of the Electrical Industry (the Joint Industry Board) with retirement benefits in recognition of the contribution made by the Employees to the Joint Industry Board's successful operations. The Plan was adopted also to provide you with the opportunity to save for retirement on a tax-advantaged basis. As such, the Plan is intended to be a profit-sharing plan that permits salary deferral contributions in accordance with section 401(k) of the Internal Revenue Code (the Code), as well as "Roth Contributions" in accordance with section 402A of the Code. Further, the Joint Industry Board intends that the Plan satisfy the applicable requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

ELIGIBILITY AND PARTICIPATION IN THE PLAN

You are eligible to be a Participant in this Plan on the first day you work for the Joint Industry Board regardless of your age or completed service with the Joint Industry Board. However, employees covered by a collective bargaining agreement (CBA) between the Joint Industry Board and employee representatives, other than the Local 153 of the Office and Professional Employees' International Union, or temporary seasonal or Leased Employees, or individuals not treated as "Employees" for payroll reporting purposes, are excluded from participation in this Plan. You should contact the Joint Industry Board's Human Resources Manager if you have questions regarding your employment status and its impact on your potential or future Plan participation.

CONTRIBUTIONS TO ACCOUNTS

Employer Contributions, Elective Deferral Contributions, Roth Contributions, Safe-Harbor Contributions and Rollover Contributions made on your behalf are tracked in separate sub-accounts. Any general reference in this SPD to your "Account" covers all your sub-accounts, unless otherwise stated.

The Code imposes a limit on total contributions to your Account under this Plan, and any other defined contribution pension plan sponsored by the Joint Industry Board in which you participate, excluding multiemployer plans such as the Deferred Salary Plan of the Electrical Industry, other than contributions made by the Joint Industry Board to such multiemployer plans on your behalf. Total contributions for this purpose include Elective Deferrals, Employer Contributions, Safe Harbor Contributions and Roth Contributions.

WAGES OR SALARY FOR PURPOSES OF CONTRIBUTIONS

The terms "wages" or "salary", as used in this SPD, refers to the compensation that is actually paid to you for the applicable contribution period from the Joint Industry Board, that is subject to federal income tax withholdings (the "Base Amount"); provided, the following adjustments apply, depending on the type of contribution (i.e., Employer Contribution or 401(k)/Roth Contribution):

Employer Contributions: Subtract from your Base Amount (i) any reimbursement paid to you by the Joint Industry Board of your Federal Insurance Contributions Act ("FICA") withholdings, (ii) any reimbursement paid to you by the Joint Industry Board for un-accounted/un-documented business expenses, and (iii) any severance payments you receive from the Joint Industry Board.

Employee Contributions (including both your Elective Deferrals and your Roth Contributions): Subtract from your Base Amount any severance payments you receive from the Joint Industry Board.

Maximum Compensation Amount. The Code limits the amount of compensation that can be considered for purposes of the Plan. In 2023, this amount is \$330,000 and is subject to annual cost of living increases set by the Internal Revenue Service (IRS).

EMPLOYEE CONTRIBUTIONS

Elective Deferrals

As a Participant in the Plan, you may elect to defer all, or any portion, of your wages in whole percentage points or a specified dollar amount, subject to the limits on the deferral amounts of set by the Code, as described below. Your weekly gross wages will be reduced by the amount you elect to defer, which amount will be contributed to the Plan and credited to a bookkeeping account maintained by the Plan on your behalf. These amounts are referred to throughout this SPD as your Elective Deferral Contributions. Your taxable income is reduced by the amount of your Elective Deferral Contributions, so you pay less in federal, and, in some cases, state income taxes. However, your Elective Deferral Contributions are subject to Federal Insurance Contributions Act ("FICA") withholding tax. Therefore, withholding for FICA will be computed by including these Contributions with your other wages.

You will have to pay taxes on your Elective Deferral Contributions, and earnings on them, when you receive them from the Plan, unless you make them as Roth Contributions, as described below.

Roth Contributions

As a Participant in the Plan, you may make contributions to the Plan on a post-tax basis by making Roth Contributions. If you elect to make Roth Contributions (including Roth Catch-up Contributions), these Contributions will be subject to all applicable income tax withholdings and FICA, the same as your regular wages. However, the earnings on these Contributions (*e.g.*, interest, dividends, and gains from appreciation) will be distributed to you, along with your Roth Contributions, income tax-free provided that you (1) satisfy a 5-year participation period following your initial Roth Contribution to the Plan, (2) have terminated employment with the Joint Industry Board, and (3) are at least age 59½ at the time of the distribution.

You may also withdraw your Roth Contributions on account of total disability and other specified events, or your beneficiary may withdraw your Roth Contributions in case of your death. If you do not complete the 5-year participation requirement, any earnings in your Roth Contributions sub-account will be subject to income taxes upon distribution. Your Roth Contributions are subject to the same annual dollar limits applicable to your Elective Deferral Contributions.

Initial Election and Modifications

You may elect to defer a portion of your wages immediately on your date of hire for the first payroll period during which you are employed. You may change your initial, or any subsequent, election effective as of any pay period that begins following the pay period in which the Human Resources Manager receives your change of election, including an election to terminate any further

withholdings for Employee Contributions, using the required Employee Contributions election form.

Annual Dollar Limit

During a taxable year, the total amount of your Elective Deferral Contributions and Roth Contributions may not exceed the dollar limitation set by the Internal Revenue Service (IRS). This dollar limit is adjusted for inflation periodically. If you defer more than the permitted annual dollar amount, the Plan will return the excess Contributions to you, along with any earnings, or reduced by any losses, thereon following the end of the calendar year. The excess Elective Deferral Contribution will be subject to applicable federal and state income taxes for the calendar year that they were contributed from your pay.

Catch-up Contributions

If you will be 50 years old or older by the end of the calendar year, you may elect to make Elective Deferral Contributions and Roth Catch-up Contributions above the limit described above, called "Catch-up Contributions" to the Plan for that year and each subsequent year. The limit for Catch-up Contributions is also subject to adjustment for inflation.

Highly Compensated Employees' Contributions

For years beginning before January 1, 2023, in addition to the foregoing dollar limitations, the Code also limited Elective Deferral Contributions and Roth Contributions to the Plan made by highly compensated Employees to ensure that they did not benefit from the Plan disproportionately when compared to lower paid Participants. A highly paid Participant for 2022 was one who received compensation from the Joint Industry Board in excess of \$130,000 for 2021 and was in the top-paid 20% of the Joint Industry Board 's payroll for 2021. The compensation amount was increased each year. If the limits on these Contributions were exceeded, the Plan made corrective distributions to the affected Participants.

Effective January 1, 2023, the Code's nondiscrimination testing requirements that could have limited the highly paid Participants' Elective Deferral and Roth Contributions and resulted in distributions to the Participants of excess amounts, as described above, no longer apply, due to the Safe Harbor Contributions made by the Joint Industry Board, described below.

EMPLOYER CONTRIBUTIONS

Discretionary Contributions

Each Plan Year, the Joint Industry Board may make a discretionary contribution to the Plan on your behalf, subject to the terms of any collective bargaining agreement (CBA) that might apply to your employment, regardless of the amount of your Elective Deferral Contributions or whether you elect to make Elective Deferral Contributions at all. The percentage or specified amount of the discretionary Employer Contributions allocated to your Account will be based on your employee classification assigned by the Joint Industry Board, subject to the terms of your CBA, where applicable. Currently, the discretionary Employer Contribution is 10% of your wages or salary, subject to change at the Joint Industry Board 's discretion and subject to any applicable CBA. These Employer Contributions are 100% vested.

In order for you to be eligible to receive the discretionary Employer Contributions, you must have performed at least one hour of service during the Plan Year, regardless of your employment status on the last day of the applicable Plan Year.

Safe Harbor Contributions

Effective January 1, 2023, the Joint Industry Board will make a Safe Harbor Contribution to the account of each eligible Participant in an amount equal to at least 3 percent of the Participant's wages or salary for the Plan Year. Such Contributions shall be 100% vested at all times and will be subject to the same distribution rules as those applicable to Elective Deferrals.

ROLLOVER CONTRIBUTIONS

You may be permitted to deposit into the Plan distributions from other tax-qualified pension or profit-sharing plans and IRAs (Individual Retirement Accounts); provided, however, that no Participant may deposit or direct a rollover from any Roth account, whether 401(k) or IRA, to this Plan. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask your prior plan administrator to transfer directly to this Plan (a direct rollover) all or a portion of any amount that you are entitled to receive as a distribution from a prior plan. Alternatively, in order to avoid tax consequences if you receive a distribution from a prior plan, you may elect to deposit in this Plan any amount eligible for rollover within 60 days of your receipt of the distribution. You should consult a tax advisor to determine if a rollover is permitted and is in your best interest.

Rollover Contributions will be held in a separate sub-account on your behalf and may be invested by you in the same options as available for all other contributions to the Plan. The Rollover Account is payable at any time, but only in a lump sum, either partial or full, or in a direct rollover payment to another tax-qualified pension or profit-sharing plan, or to an IRA. Payment from a Rollover Account does not require spousal consent.

If you are entitled to an eligible rollover distribution from the Plan from any of your sub-accounts, you may elect an In-Plan Roth Rollover Conversion of such distribution. This has the effect of converting your pre-tax assets to after-tax assets. You may direct the Administrator to convert to cash the investments in the account that is being distributed or to transfer the investments from that account in kind to the Rollover Conversion Account.

VESTING

You have an immediate 100% vested and nonforfeitable interest in your Account, including all your Elective Deferral Contributions, Roth Contributions, Employer Contributions, and Safe Harbor Contributions, as well as any Rollover Contributions you transferred to this Plan. This means that you are immediately entitled to all of the amounts in your Account maintained by the Plan on your behalf in accordance with the rules set forth below.

INVESTMENT OF ACCOUNTS

Contributions to the Plan are forwarded by the Joint Industry Board directly to the Plan's record keeper, Empower (formerly Prudential). You select the investments for your Account from among a number of different investment products chosen by the Committee for this purpose.

You will receive a Welcome Kit when you are first employed by the Joint Industry Board containing specific information about the opportunity to participate in the Plan and enrollment procedures including an offering statement for each investment product offered under the Plan. You should read the applicable information prior to making any investment election. You have the right to request a prospectus for any of the investment products at any time. The prospectus is also available online at www.prudential.com. The log-in instructions for the website are included in your Welcome Kit.

The investment products currently offered by the Plan are:

Stable Value Fund

JIB Employees Capital Preservation Fund

Bond Funds

Vanguard Total Bond Market Index Fund (indexed US)

Baird Core Plus Bond Fund (active US)

Dreyfus Standish Global Fixed Income Fund (active global)

Equity Funds (Real Estate)

Vanguard Target REIT Index Fund Institutional

Equity Funds (Value Style)

Putnam Equity Income Fund (active large cap US)

Vanguard Value Index Fund (indexed large cap US)

Equity Funds (Core)

Vanguard Small-Cap Index Fund (indexed small cap US)

Black Rock Russell 2000 Alpha Tilts (active small cap US)

Vanguard Mid-Cap Index Fund (indexed mid cap US)

Vanguard Institutional 500 Index Trust (indexed large cap US)

Vanguard Developed Markets Index Fund (indexed all cap international)

Equity Funds (Growth Style)

Vanguard Growth Index Fund (indexed large cap US)

Target Date Funds (Balanced Style: Equity/Fixed Income, US/International)

Vanguard Target Retirement Income Trust

Vanguard Target Retirement 2020 Trust

Vanguard Target Retirement 2025 Trust

Vanguard Target Retirement 2030 Trust

Vanguard Target Retirement 2035 Trust

Vanguard Target Retirement 2040 Trust

Vanguard Target Retirement 2045 Trust

Vanguard Target Retirement 2050 Trust

Vanguard Target Retirement 2055 Trust

Vanguard Target Retirement 2060 Trust

Vanguard Target Retirement 2065 Trust
Vanguard Target Retirement 2070 Trust

You have the right to elect and to change your investment elections for your Account whenever you wish, subject to any restrictions imposed by the particular investment.

Default Fund

If you do not submit an investment election, your Account balance and any future contributions made on your behalf will be invested in one of the Vanguard Target Retirement Funds based upon your age. The Vanguard Target Retirement Funds are a Qualified Default Investment Alternative (QDIA). As a result, no Plan fiduciary, including the Committee, nor any individual Trustee, shall be liable for any loss or expense which may arise or result from the investment of any contributions made on your behalf into the applicable QDIA based on your age. You may transfer any QDIA balances out of the QDIA, with the same frequency as other Participants who affirmatively choose the Target Retirement Funds, into any one of the Plan's available investment options. You will receive a description of the QDIA, including prospectuses and additional QDIA information, including, but not limited to, a description of its fees and expenses, any sales load, sales charges, deferred sales charges, redemptions fees, surrender charges, exchange fees, account fees, purchase fees, and mortality and expense fees. Empower has additional information about the investment funds available under the Plan.

For example, Empower can provide you with:

- A description of the annual operating expenses of each investment fund which reduce the rate of your return (*e.g.*, investment management fees, administration fees, transaction costs) and the aggregate amount of such expenses expressed as a percentage of the average net assets of the investment fund;
- Copies of any prospectuses, financial statements and reports, and any other materials relating to the investment funds available under the Plan, to the extent such information is provided to the Plan;
- A list of assets comprising the portfolio of each investment fund which constitute Plan assets within the meaning of ERISA regulations, the value of each such asset (or the proportion of the investment fund which it comprises) and, with respect to each such asset which is a fixed-rate investment issued by a bank, savings and loan association, or insurance company, the name of the insurer of such contract, the term of the contract, and the rate of return on the contract;
- Information concerning the value of shares or units in each of the investment funds, as well as the past and current investment performance of such funds, determined net of expenses, on a reasonable and consistent basis; and
- Information concerning the value of shares in an investment fund held in your Account.

This information is available on Empower's website. You may create an on-line account that will enable you to view your Account and perform Account services.

You may also call Empower's automated line at 1-877-J1B-401K (1-877-542-4015) 24 hours a day, 7 days a week to obtain Account balance information, to change investment funds, or to request a distribution or loan. Alternatively, you may speak with an Empower representative between 8:00 a.m. and 9:00 p.m., Eastern time, on any business day. Empower will provide you with quarterly investment performance statements, including the value of your Account balance. You may also review Account balance information and make investment transactions by accessing Empower's website at www.Prudential.com.

The Plan is designed to comply with the rules described in Section 404(c) of ERISA. Complying with Section 404(c) of ERISA means that the Plan allows each Participant to choose from a broad range of investment funds, and each Participant has the responsibility to determine how to invest the assets in their Account under the Plan. By operating under Section 404(c) of ERISA, the Committee and other Plan fiduciaries are relieved of liability for any losses sustained that are the direct result of a Participant's exercise of control over the investment of assets in their Account under the Plan, although the Committee is responsible for the prudent selection and monitoring of the investment manager and the investment products offered under the Plan. The Committee is also relieved from liability for any losses sustained in the default fund due to your failure to direct the investment of your Account, although the Committee is responsible for the prudent selection and monitoring of the default fund.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

This Plan is a defined contribution plan. Under this type of plan, your benefit is always fully funded by the money credited to your Account. Therefore, it is not insured by the Pension Benefit Guaranty Corporation.

ADMINISTRATIVE FEES CHARGED TO ALL PARTICIPANTS

There is a monthly administrative fee of \$3.33 deducted from your Account to cover Empower's administrative fees. This is an ongoing monthly fee and applies to the full amount in your Account, regardless of the balance, and is subject to change in the future.

BENEFITS UNDER THE PLAN

Definitions for Benefit Distributions

Normal retirement age is age 65. To Retire means that you have stopped working for the Joint Industry Board for a reason other than because you become Disabled or Terminate Employment.

"Disabled" means that you have been approved by Social Security Administration for a disability award.

"Terminate Employment" means that you are no longer working for the Joint Industry Board or any affiliate due to a reason other than Retirement or becoming Disabled.

When Benefits May Be Paid

You may apply to have your Account balance distributed to you when one of the following events happens:

1. You Retire;
2. You become Disabled;
3. You Terminate Employment;
4. You reach age 59 1/2, as described below; or
5. You request a "hardship distribution," which is approved by the Plan. (See below for requirements.)
6. You request a distribution for qualified birth or adoption of a child. (See below for details.)

Your Account also is payable to your beneficiary upon your death.

Your beneficiary may apply for a distribution of your entire Account following your death. See the section on "Forms of Payments" below for more specific information regarding distributions upon your death.

Generally, to apply for benefits under the Plan, you or your beneficiary must submit a written application to the Joint Industry Board Plan Administrator. If you are requesting an in-service distribution, whether on account of being at least age 59½ or on account of a financial hardship, you must apply directly to Empower by calling 877-JIB-401K (877-542-4015). Please contact the Joint Industry Board Plan Administrator, or Empower, to obtain the necessary application forms to apply for benefits.

REQUIRED DISTRIBUTIONS

Unless you previously elected to have your entire Account balance distributed to you in an in-service distribution as set forth below, IRS rules require minimum payments to begin no later than

the April 1st following the later of (1) the calendar year in which a Participant reaches age 73 or (2) the calendar year during which you Terminate Employment. If your Spouse is your sole beneficiary, your Spouse may defer commencement of payment until the end of the year in which you would have attained age 73 or the end of the calendar year following the calendar year in which you died. If your Spouse is not your only beneficiary, payments must start within one year of your death and be paid out over ten years, or be paid out over the beneficiaries' life expectancy. Non-Spouse designated beneficiaries who are your minor child, a disabled or chronically ill individual, or a person who is not more than ten years younger than you must similarly be paid out either over ten years, or over the non-Spouse beneficiary's lifetime starting within one year of your death. Any other individuals designated by you must receive their payments over the ten years after you die. If your beneficiary is not an individual, in most cases, the payments will have to be paid over the five years after you die.

Before January 1, 2023, the age in in the preceding paragraph was 72 rather than 73, and before January 1, 2020, it was 70½. Also, when children reach the age of majority, they must receive the remainder of the benefit within ten years.

IN-SERVICE BENEFITS

Age 59½ Withdrawals

Regardless of whether you are actively employed with the Joint Industry Board, you may apply for and receive a withdrawal from any or all of your Accounts (Employer, Elective Deferral, Roth, Safe Harbor and/or Rollover Contributions Accounts), provided, you are at least 59½ years of age as of the date of your withdrawal. The minimum amount of an age 59½ withdrawal is \$500. If, at the time you request a withdrawal, you are still actively employed with the Joint Industry Board and you have a Rollover Account balance under the Plan, you must first withdraw from your Rollover Account, and you must completely exhaust your Rollover Account before withdrawing funds from any other Account under the Plan. Any withdrawal from your Rollover Account does not require your Spouse's notarized consent.

If you are married at the time you submit a request for a withdrawal, any request for a withdrawal from your Employer Contributions, Elective Deferral, Safe Harbor or Roth Accounts on account of being age 59½ or older will require your Spouse's notarized consent to such a withdrawal.

Absent any direction from you as to the Account(s) from which you want to withdraw your age 59½ withdrawal, your withdrawal will be paid, pro-rata, from among the following two Accounts: Elective Deferrals and Employer Contributions Accounts after exhausting your Rollover Account as provided above. If the withdrawal cannot be totally paid from those two Accounts, then, it will also be taken from your Roth Account.

Hardship Distributions

Provided you do not have, or have previously exhausted your Rollover Account, you may apply for and receive a hardship distribution from your Elective Deferrals, Employer Contributions, Safe Harbor Contributions and Roth Accounts while you are still working for the Joint Industry Board, if you are faced with an immediate and heavy financial need.

An in-service distribution shall be deemed to be made on account of a hardship only if the distribution is: (i) made on or account of your "immediate and heavy financial need"; and (ii) the amount distributed is necessary to satisfy such financial need (including taxes and penalties incurred in connection with the distribution). The determination of the existence of an immediate and heavy financial need and of the amount necessary to meet such need shall be made in accordance with the following standards:

An "immediate and heavy financial need" will be deemed to exist only if you request the distribution on account of:

- (i) Expenses for (or necessary to obtain) medical care that are deductible under Code section 213(d) (without regard to whether the medical care expense exceeds the percentage of adjusted gross income level required to be an itemized deduction), provided, that the recipient of the medical care is you, your Spouse, child, tax-dependent or primary individual Beneficiary;
- (ii) The purchase (excluding mortgage payments) of your principal residence;
- (iii) The payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for you, your Spouse, children, tax-dependents, or primary individual Beneficiary;
- (iv) The need to prevent your eviction from your principal residence or foreclosure on the mortgage on that residence;
- (v) Payments for burial or funeral Expenses for your deceased parent, Spouse, child, tax-dependents, or a primary individual Beneficiary;
- (vi) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to the amount of the loss and whether the amount of the loss exceeds percentage of adjusted gross income to qualify as an itemized deduction); or
- (vii) Expenses and losses (including loss of income) incurred by you on account of a disaster declared by the Federal Emergency Management Agency ("FEMA") under the Robert T. Stafford Disaster Relief and Emergency Act provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.
- (viii) Such other immediate and heavy financial needs as the Commissioner of Internal Revenue may set forth in Treasury Regulations or other published guidance.

A hardship distribution will be deemed necessary to satisfy an immediate and heavy financial need of a Participant only if all of the following requirements are satisfied:

- (i) The amount of the distribution will not exceed the amount needed to satisfy the immediate and heavy financial need of your (or, if applicable, your Spouse, child, tax-

dependent, or primary individual Beneficiary), including any amounts necessary to pay any federal, state, or local income taxes and penalties reasonably anticipated to result from the distribution; and

- (ii) You have obtained all other currently available distributions, other than hardship distributions, under the Plan under any other plan of deferred compensation, whether qualified or nonqualified, maintained by the Employer.

You will be required to submit proof of hardship. Hardship distributions, which are determined and administered by Empower on the Committee's behalf, shall be made based upon uniform and nondiscriminatory standards.

If you are married at the time you submit a request for a hardship distribution, any hardship distribution paid from your Employer Contribution, Elective Deferral, Safe Harbor and/or Roth Contribution Accounts will require your Spouse's notarized consent to receive such a distribution.

When receiving an in-service hardship distribution, you may instruct Empower from which Accounts and from which investments you want your distribution to be deducted. Absent any direction from you as to from what Accounts to pay your hardship distribution, your hardship distribution will be paid, pro-rata, from among the following three Accounts: Employee Elective Deferral, Safe Harbor and Employer Contribution Accounts after exhausting your Rollover Account as provided above. If the withdrawal cannot be totally paid from those three Accounts, then last from your Roth 401(k) Contribution Account.

Taxation of Hardship Distributions

Hardship distributions are taxable in the year received and will be subject to an additional 10% early withdrawal penalty if you have not reached age 59½, unless an exception applies such as disability or payment of medical expenses. Hardship distributions are not eligible for rollover distribution and therefore are not subject to the 20% mandatory income tax withholding.

Birth or Adoption Distributions

You may elect to take an in-service distribution from any Account(s) that you select of up to \$5,000 for each birth of a child of yours or the adoption of a child who is less than 18 years of age at the time of the adoption, or otherwise mentally or physically incapable of caring for oneself, and who is not your Spouse's child. This in-service distribution for a birth or an adoption of a child must be received within the one-year period immediately following said birth or adoption. The distribution will be includible in taxable income, but it will not be subject to the early withdrawal penalty if you are not yet age 59½.

FORMS OF PAYMENT

The form of your benefit payment of your Account (excluding your Rollover Account, if any) may vary depending upon your marital status, and elections made by you and your Spouse, as well as the reason for the distribution. If you have a Rollover Account, as stated above, that Account can be paid only in a full or partial lump sum to you or your beneficiary, or in a direct rollover, without any spousal consent. Otherwise, this following section does not apply to Rollover Accounts.

Joint and Survivor Annuity For Married Participants

If you are married on the day your benefits are to begin, unless you elect another form of payment with your Spouse's written notarized consent, your Account under the Plan will be paid to you in the form of a Qualified Joint and Survivor Annuity (QJSA) purchased from an insurance company with the funds in your Account. However, if your account balance is \$1,000 or less (excluding any Rollover Account balance) you can only receive a lump sum benefit. A QJSA provides you with a monthly payment for your life, and after your death, a monthly payment during your Spouse's life equal to 50% of the monthly payment you received.

In order to decide what form of payment is best for you, you will be notified during the 180-day period before your benefits are due to be paid, of the opportunity to elect in writing not to receive your benefits in the form of a QJSA. Your Spouse must consent in writing to your election in the presence of a notary public. The Joint Industry Board will also provide you with a written explanation of the terms and conditions of waiving the QJSA, your Spouse's right to execute, or not execute the waiver, as well as your right to revoke the waiver and elect to receive your benefit in a QJSA, at any time prior to your distribution. Your Spouse does not need to consent to the revocation of the waiver. If you and your Spouse elect to waive the QJSA, you may elect to have your benefits paid in another form as described below.

Under the law, you are entitled to be notified of these rights at least 30 days prior to the distribution. You may waive this 30-day period and have your benefits paid sooner, but in no event will your benefits be distributed prior to seven days from your receipt of this notification.

Straight Life Annuity For Unmarried Participants

If you are not married, unless you elect another form of payment, your Account will be paid to you in the form of a straight life annuity purchased from an insurance company with the funds in your Account. However, if your Account balance is \$1,000 or less, you may receive your Account only in the form of a lump sum. A straight life annuity provides you a monthly payment for your life only, and no benefits will be paid after your death.

In order to decide what form of payment is best for you, the Joint Industry Board will notify you, at any time during the 180-day period before your benefits are due to be paid, of the opportunity to elect in writing *not* to receive your benefits in the form of a straight life annuity. You may elect to have your benefits paid in another form as detailed in the Distribution Options sheet provided by the Joint Industry Board. You may revoke this election at any time before your benefits begin. Under the law, you are entitled to be notified of these rights at least 30 days prior to the distribution. You may waive this 30-day period and have your benefits paid sooner, but in no event will your benefits be distributed prior to seven days from your receipt of this notification.

Benefit For Married Participants Upon Their Death

If you are married and die before your benefit payments have commenced, your Account will be used to provide your surviving Spouse with a Qualified Preretirement Survivor Annuity (QPSA) purchased from an insurance company with the funds in your Account, provided the death benefit payable is more than \$1,000. You and your Spouse may elect in writing in the presence of a notary public, a different form of payment to your Spouse or a different beneficiary during the period which begins the earlier of (i) the Plan Year in which you turn 35 years of age or (ii) the date when you are no longer employed by the Joint Industry Board, and ends on the date of your death. Your

Spouse may revoke their consent to your election of a different form of payment or different beneficiary at any time before your death. In addition, if you are married when you die, your surviving Spouse may still elect to receive their survivor annuity in another form of payment.

Benefit For Unmarried Participants Upon Their Death

If you are not married and die before your benefit payments have commenced, your Account will be paid to your designated Beneficiary in the optional form of distribution of their choosing, provided the death benefit payable is more than \$1,000. Please see below for a description of the optional form of payments available to your Beneficiary.

Optional Forms of Payments

If you are married, you may elect a Qualified Optional Survivor Annuity (QOSA) in lieu of a QJSA, unless your Account balance is less than \$1,000 (excluding any Rollover Account balance), or you may elect another form of payment with your Spouse's written and notarized consent described below. A QOSA provides you with a monthly payment for your life, and after your death, a monthly payment during your Spouse's life equal to 75% of the monthly payment you received.

If you are not married, or, if you are married but you obtain your Spouse's consent, you may elect to receive your benefits in the following forms:

1. Equal, periodic payments payable monthly, quarterly, semi-annually, or annually, as you elect, until your Account is fully exhausted;
2. Periodic payments on a monthly, quarterly, semi-annually, or annually, as you elect, for a fixed period of time that you select, after which period, your Account will be fully exhausted;
3. Full or partial lump sum payment; or
4. Direct rollover to an eligible retirement plan.

You can use the retirement withdrawal calculator available on Empower's website at www.prudential.com to help you understand how much your payments would be under any of the foregoing options.

Rollover Account Forms of Payment

A distribution from your Rollover Contribution Account is payable only in (i) a total or partial lump sum payment, or (ii) a direct rollover distribution to another eligible retirement plan (*e.g.*, an IRA) that will accept such a rollover.

If you have any questions about the forms of payment available or your rights under the Plan, you should direct your questions to the Joint Industry Board Plan Administrator.

DESIGNATION OF BENEFICIARIES

If you are married, you must designate your Spouse as your Beneficiary to receive benefits upon your death. However, as previously noted in the "Benefit For Married Participants Upon Their Death" section, above, a married Participant who reaches age 35 or Terminates Employment with the Joint Industry Board before that age, along with your Spouse may provide the Joint Industry

Board Human Resources Manager with a signed, notarized statement on the Plan's approved Designation of Beneficiary form in which both of you designate one or more persons as beneficiaries. If you are married and not yet age 35, you may also designate a beneficiary with your Spouse's consent, but you will have to submit an additional Designation of Beneficiary after you attain age 35. You and your Spouse must submit another signed, notarized statement on the approved Designation of Beneficiary form every time you wish to change beneficiaries, unless you alone elect to make your Spouse the only beneficiary.

If you are not married, are legally separated from your Spouse, were abandoned by your Spouse and have a court order to such effect, or cannot locate your Spouse, you may designate any one or more persons as beneficiaries. The Plan may require evidence to substantiate these facts.

A married Participant's surviving Spouse is your beneficiary and will receive 100% of any remaining Account balance following your death, in any form of payment allowed under the Plan, unless the surviving Spouse has waived their right as the sole beneficiary as described above.

Note that a divorce does not automatically revoke a previous beneficiary designation; however, if you remarry after a divorce, your new Spouse will be your beneficiary as stated above, unless your divorced Spouse obtains a Qualified Domestic Relations Order ("QDRO") stating otherwise, or you and your new Spouse designate a different beneficiary.

Therefore, if you wish to change your beneficiary following a divorce, or for other reasons, you must submit to the Joint Industry Board Plan Administrator a new Designation of Beneficiary form.

The Plan will not pay benefits based upon a Designation of Beneficiary form submitted to any other employee benefit plan.

For purposes of this Plan, a Spouse is the person to whom you are legally married under the law of the state (or country) where the marriage took place. The Plan will comply with a QDRO regardless of any beneficiary designation or marital status.

Designation of Beneficiary forms can be obtained from the Joint Industry Board Plan Administrator. A Designation of Beneficiary form shall only become effective upon its receipt by the Joint Industry Board Plan Administrator. The last effective Designation of Beneficiary form actually received by the Joint Industry Board Plan Administrator shall replace all prior designations. A Designation of Beneficiary form shall remain in effect only if the designated beneficiary survives the Participant.

If a Participant fails to designate a Beneficiary, or a Beneficiary dies before the Participant, the benefits shall be paid to a survivor of the highest priority as listed below:

1. surviving Spouse
2. children of the deceased Participant
3. grandchildren of the deceased Participant
4. parents of the deceased Participant
5. brothers and sisters of the deceased Participant

6. estate of the deceased Participant.

If there is more than one eligible priority survivor in the same class, benefit payments will be equally divided among such persons¹.

If a Beneficiary dies before receiving all the benefits to which they are entitled, any remaining benefit will be paid to the Beneficiary's estate.

LOANS

Upon your application and in accordance with loan rules adopted by the Committee, you may take one or more loans from the Plan. The Loan Program is administered directly by Empower. The rules and procedures governing Plan loans are summarized below.

If you have a rollover account at the time you apply for a loan from Empower, you will be required to have your loan funded first from the Rollover Account. Spousal consent, if applicable, is not required for a loan from a Rollover Account.

If you are married, and either you do not have a Rollover Account, or you have previously exhausted your Rollover Account, the Plan must then require that your Spouse consent to your loan application in writing, witnessed by a notary public, before you are able to receive a loan. The consent must be obtained within 180 days prior to the date of the loan. A new consent is required for renegotiating, extending, renewing or modifying the loan.

Types of Loans

Loans are available for any lawful purpose and must be repaid within 1 to 5 years, with the exception of a loan to buy or build your principal residence. In that case, the minimum repayment period is 5 years, but repayment may be allowed for up to 30 years.

Number of Loans

You may have no more than one (1) general purpose loan, and one (1) primary residence loan outstanding at any given time. If you default on repayment of a loan, you may not take any other loans unless and until you repay the defaulted loan, including all accrued interest.

Amount of Loan²

1. The minimum amount of a loan is \$1,000.

¹ For example, if you had four children, but one of your children predeceases you, and you do not have a surviving designated Beneficiary, upon your death, your Account will be payable in three equal shares to your three surviving children.

² If you have only \$1,500 in all your Accounts combined under the Plan, then you are not eligible to take a Plan loan. As noted above, the minimum loan is \$1,000, and the maximum amount of any loan is one-half (1/2) or 50% of your combined Account balance (limited to \$50,000, less any outstanding prior loan). Accordingly, if you must have a combined Account balance of \$2,000 or more to receive a Plan loan. Payments on your outstanding loan to Empower, per an agreed-upon level amortization schedule; provided, however, that level amortization payments must be paid no less than quarterly.

2. The maximum amount is equal to 50% of your Account balance but not greater than \$50,000 minus your highest outstanding loan balance in the last 12 months. The amount borrowed will be deducted first from your Rollover Account balance, if any. If you do not have a Rollover Account, and with spousal consent, if applicable, your loan will be funded pro-ratably between your Elective Deferral and Employer Contributions and Safe Harbor Contributions Accounts, as well as your investments within said Accounts, for the amount of the loan. Last, if your Elective Deferral and Employer Contributions Accounts are not sufficient to fund your loan, then, as a last resort, your loan will be funded from your Roth Contribution Account.
3. Empower will establish a loan repayment account, and as you repay the loan, your payments will reduce your loan account. Your repayments will eventually be reallocated, pro-ratably to the Account(s) from which the money was borrowed, and will be reinvested in accordance with the instructions previously given to Empower relating to the investment allocation of the Account.

Interest Rate

Interest is charged at the prime rate published in the Wall Street Journal on the last business day of the month preceding the date in which you take the loan. The interest rate is fixed for the duration of the loan.

Repayment

If you are employed with the Joint Industry Board, repayment can conveniently be made through weekly payroll deductions. The weekly repayments will be in equal amounts calculated to include the principal and interest for the term of the loan. Early repayment of the entire amount of a loan is allowed at any time without a pre-payment penalty; partial prepayments are not allowed.

If you are not employed with the Joint Industry Board, you can arrange with Empower a repayment and loan amortization schedule, in which you are responsible yourself for making timely

If you are required to take a leave of absence to perform qualified military service, your loan repayments will be suspended under the Plan.

Default

A default is the failure to repay the loan in accordance with the schedule agreed upon in your loan application or in accordance with the repayment rules set forth above. A default will occur at the end of the calendar quarter following the calendar quarter when a required weekly repayment was first not made if it remains unpaid. In the case of a default, the amount of your outstanding loan balance will be treated as a "deemed distribution" and reported as taxable income to you and the IRS. Deemed distributions are taxable in the year received and will be subject to an additional 10% early withdrawal penalty if you have not reached age 59½. If you default on a loan, you must repay the loan and interest before you can receive another loan from the Plan. Empower will issue all loans and will be responsible for the administration of the Loan Program, including the receipt of loan repayments from the Joint Industry Board and direct payments from Participants. If you have any questions regarding Plan loans, contact Empower at 877-JIB-401K (877-542-4015).

Fees

If you receive a loan, you will be charged a one-time origination fee of \$20. **This origination fee is deducted directly from your Account.**

WITHHOLDING TAXES ON DISTRIBUTIONS

Plan distributions are generally subject to a 20% federal tax withholding unless the distribution is directly rolled over to an IRA or another qualified plan. You may elect to have state income taxes withheld from your distributions. You must contact Empower or the Joint Industry Board Plan Administrator for the applicable forms if you wish to have state income taxes withheld. You will receive information regarding the tax consequences of distributions made from this Plan prior to your distribution. Such information is also available by contacting Empower.

CLAIMS PROCEDURE

The Committee will make each claim determination in a uniform and non-discriminatory manner. Within 90 days after the Joint Industry Board receives the claim, the Committee will grant the claim, deny the claim, or notify you or your beneficiary (claimant) that special circumstances require an extension of time to process the claim. The extension of time cannot exceed 180 days from the date of the original request. The Committee will send the claimant written notice by certified mail to the claimant's last address of record with the Plan before the end of the 90-day (or 180-day) period. The notice must clearly state the decision on the claim. If denied, it must also state the specific reasons for denial, making reference to the Plan provisions upon which the denial was based. It must also describe the materials or information which, if provided, would allow the claimant to perfect the claim and must also state why this information is needed. You or your beneficiary may file a written appeal of the denial within 60 days after receiving the notice of denial. In pursuing an appeal, you or your beneficiary or your representative may review pertinent documents and submit issues and comments in writing. Within 60 days after receipt of the appeal, the Committee must notify you or your beneficiary, in writing, of its decision on the appeal, or that special circumstances require an extension of time to process the appeal. The extension cannot exceed 120 days from the date the claimant files the appeal.

If you do not agree with the decision on appeal, you may file suit under ERISA Section 502(a) against the Plan, but you must have appealed any adverse determination first.

The Committee has full discretionary authority to determine eligibility for benefits according to the Plan's terms and to interpret the same and has delegated its discretionary authority to Empower where indicated that Empower makes decisions, such as on hardship withdrawals. The decision of the Committee, or Empower, where delegated authority to make decisions, shall be conclusive and binding on all parties.

ALIENATION OF BENEFITS

Neither you nor your Beneficiary may assign, sell, dispose of or transfer any amounts in your Account before receiving them. If you do so, your actions will have no effect.

The Plan may, however, be required to pay all or a part of your Account to your Spouse, ex-Spouse, children or other dependents if ordered to do so by a court of law or a government agency dealing

with child support as part of a divorce, separation, support or other domestic relations proceeding. The Committee has adopted procedures to determine whether an order served upon the Plan is a "Qualified Domestic Relations Order" with which it must comply. You may obtain a copy of these procedures from the Committee at no charge. If an order is received with respect to your benefits, you will be notified.

PLAN AMENDMENT

The Committee may amend the Plan at any time provided, however, that no amendment shall reduce your Account balance. You will be provided with notice of all material amendments.

PLAN TERMINATION

Although the Joint Industry Board intends to maintain the Plan indefinitely, it reserves the right to terminate the Plan at any time in its discretion, subject to applicable CBAs. Upon termination, no further contributions will be made to the Plan. The Committee will direct the distribution of your Account in a manner permitted by the Plan and in accordance with applicable law as soon as practicable. You will be notified of any termination of the Plan.

STATEMENT OF ERISA RIGHTS

As a Participant in the Joint Industry Board Employees' 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 Participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Joint Industry Board'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 Committee, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Committee may make a reasonable charge for the copies.

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

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 your interest and that of the other Plan Participants and beneficiaries. No one, including the Joint Industry Board, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Right

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

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 a case, a court may require the Joint Industry Board 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 Joint Industry Board.

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, provided you first appeal the Committee's decision as set forth in the Claims Procedure section above. 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 benefits, you should contact the Joint Industry Board Human Resources Manager. If you have any questions about this information or about your rights under ERISA, or if you need assistance in obtaining documents from the Joint Industry Board, 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.

THE MATERIAL CONTAINED IN THIS SUMMARY PLAN DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY. TO THE EXTENT ANY OF THE INFORMATION CONTAINED IN THIS BOOKLET IS INCONSISTENT WITH THE PLAN DOCUMENT, THE PROVISIONS OF THE PLAN DOCUMENT WILL GOVERN.

THE TERMS OF THIS PLAN, ESPECIALLY THE PROVISIONS FOR LOANS, HARDSHIP DISTRIBUTIONS AND DESIGNATION OF BENEFICIARIES, MAY BE CHANGED BY REGULATIONS OR RULINGS WHICH THE SECRETARY OF THE TREASURY OR THE SECRETARY OF LABOR MAY PROMULGATE. TO THE EXTENT ANY OF THE INFORMATION CONTAINED IN THIS BOOKLET IS INCONSISTENT WITH SUCH REGULATION OR RULING, THE REGULATION OR RULING WILL GOVERN.

PLEASE NOTE THAT COPIES OF THE PLAN DOCUMENT AND TRUST AGREEMENT ARE AVAILABLE FOR YOUR INSPECTION DURING REGULAR BUSINESS HOURS IN THE OFFICE OF THE PLAN ADMINISTRATOR.

**Joint Industry Board Employees' 401(k) Plan
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365
718-591-2000**

EMPLOYER TRUSTEES

Humberto J. Restrepo

Chairman

Scott Feldman

Vice Chairman

EMPLOYEE TRUSTEES

Andrew Tratner

Treasurer

Karen Flores

Secretary