

Midwest Operating Engineers

Retirement Enhancement Fund

SUMMARY PLAN DESCRIPTION

Effective June 2024

This Summary Plan Description

This Summary Plan Description (SPD) summarizes the key features of the Midwest Operating Engineers Retirement Enhancement Fund (the “Plan”) effective June 1, 2024.

Rights to benefits under the Plan will be governed solely by the terms of the Plan document. This SPD is not intended to, and it does not, grant any rights in addition to or different from those granted in the Plan document. If there is a discrepancy between this SPD and the Plan document, the Plan document, as amended, will prevail. The Plan Recordkeeper, Fidelity Investments, may be contacted to answer any questions and provide copies of the Plan.

If there are any updates to the SPD, a Summary of Material Modifications (SMMs) related to such change will be provided.

Certain terms used in this SPD have special meaning and are capitalized as they are used. These terms are defined in the Glossary at the end of the SPD.

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About the Plan

The Plan offers a convenient way to invest Contributions from Employers in preparation for retirement. The Glossary contains terms used in this Summary Plan Description (SPD) document.

PLAN HIGHLIGHTS

PLAN FEATURE	HOW IT WORKS
Employer Contributions	Employers make Contributions to the Plan on a Participant's behalf, consistent with the terms of the applicable collective bargaining agreement or participation agreement. There are no employee contributions under the Plan.
Rollovers	If there is a balance in a former employer's retirement plan and/or an IRA and/or conduit (rollover IRA), a Participant may consider consolidating assets in the Plan.
Vesting	Participants are vested at 100% on the date an Employer Contribution is received.
Investment Options	The Plan offers a range of investment options. A Participant may select from a mix of investment options that best suits the Participant's goals, time horizon and risk tolerance. A complete description of the Plan's investment options and their performance, as well as planning tools to help choose an appropriate mix, are available online at Fidelity NetBenefits®.
Distributions	<p>Distributions from the Plan are permitted when a Participant: (i) retires, (ii) dies, (iii) becomes totally and permanently disabled; or (iv) terminates Covered Employment and no Employer Contributions are made to the Plan on their behalf for at least 12 consecutive months. The 12 consecutive month rule is waived if a Participant attained their Social Security Normal Retirement Age (age 62) and work less than 40 hours per month which is in the same industry, trade, craft, and geographical area covered by the Plan.</p> <p>Minimum distributions are required from the Participant's Accumulated Share by April 1st of the calendar year following the year in which a Participant reaches the Required Beginning Date under the law or ceases working in Covered Employment, whichever is later.</p> <p>The Fund Office will adhere to the Procedures to Locate Missing Participants. All Participants are encouraged to update their contact information if any information changes.</p>

PARTICIPATION

A Participant is eligible to participate in the Plan if employed by an Employer, as defined in the Glossary, and required Contributions are paid to the Plan on their behalf.

DESIGNATING A BENEFICIARY

A Beneficiary is the person who receives a Participant's Accumulated Share in the event a Participant dies prior to completion of financial distributions. Choose a Beneficiary (or Beneficiaries) carefully when enrolling in the Plan and review beneficiaries periodically, updating as necessary.

Generally, a Participant may change their Beneficiary at any time before death, subject to the following:

- If a Participant is married and the Beneficiary is someone other than the spouse, the spouse must give his or her written consent witnessed by a notary public.
- If a Participant dies and did not designate a Beneficiary, or if the Beneficiary dies before the Participant, or if the Beneficiary dies after the Participant but before receiving the entire vested account balance, the Account will be paid in this order to the following:
 - Spouse, if married;
 - Children in equal shares;
 - Executor or administrator of the estate.

A Participant may designate, review, and update their Beneficiary online at any time through Fidelity’s Online Beneficiaries Service at www.Netbenefits.com/atwork. Remember, it is a good idea to periodically review Beneficiary designations, particularly if there is a life-changing event such as a marriage, divorce, birth, or adoption of a child or a death in the family.

ACCOUNT MANAGEMENT

Fidelity Investments is the provider of recordkeeping services for the Plan. As a Participant in the Plan, account information, educational and investment tools and the ability to perform a variety of transactions is conveniently available 24 hours a day, seven days a week.

Fidelity NetBenefits®	Fidelity Retirement Benefits Line Voice Response System (VRS)	Fidelity Retirement Benefits Line Representatives
www.Netbenefits.com/atwork	866-848-6466 Available 24-hours a day, seven days a week	866-848-6466 888-343-0860 (TDD) Monday through Friday, 8:30 a.m. to 8:00 p.m., Eastern Time
<ul style="list-style-type: none"> ▪ View account balances and statements ▪ Complete investment and Plan transactions* ▪ Designate and review beneficiaries ▪ Use planning tools and calculators ▪ Download forms ▪ Order prospectuses and other Plan literature ▪ Participate in online investment education workshops 	<ul style="list-style-type: none"> ▪ Hear account balances ▪ Request Plan literature 	<ul style="list-style-type: none"> ▪ Request account balances ▪ Complete many transactions, including rollovers* ▪ Request Plan literature

* Transaction requests received after market close or on weekends or holidays will receive the next business day’s closing price.

Contributions

EMPLOYER CONTRIBUTIONS

Employers will make a Contribution to the Plan on a Participant's behalf, consistent with the terms of the applicable collective bargaining agreement or participation agreement. There are no employee contributions under the Plan.

ROLLOVER CONTRIBUTIONS TO THIS PLAN

The Plan will accept a Rollover Contribution from:

- 401(a) or 403(a) plan (e.g., qualified pension or profit-sharing plan);
- Governmental 457(b) plans;
- 403(b) plans (e.g., plans of tax-exempt organizations); and
- IRA (including SEP and SIMPLE IRAs but not for a Roth IRA).

Rollover contributions may not include after-tax contributions.

Under the Internal Revenue Service (IRS) requirements, a direct rollover from plan to plan is required to avoid income tax withholding or complete a rollover contribution within 60 days of the date distribution was received from the other plan.

Assets rolled over from a prior employer's plan or conduit IRA to the Plan will be maintained in a separate rollover sub-account in the Participant's name. To request a rollover application or to learn more about rollovers, log on to NetBenefits® at www.Netbenefits.com/atwork or call the Fidelity Retirement Benefits Line at 866-848-6466 for details.

CONTRIBUTION LIMITS

The Internal Revenue Code (IRC) limits the annual amount of contributions that can be made on a Participant's behalf under all of the defined contribution plans participated in, including the Plan. The IRC periodically makes cost-of-living adjustments (COLAs) to these limits.

VESTING

Vesting means ownership of, or the right to receive, all or a portion of the Accumulated Share. Employer Contributions, including any earnings on those Contributions, are vested immediately at 100%.

Investing Contributions

To help meet investment goals, the Plan offers a range of investment options. A Participant may select a mix of investment options – in 1% increments – that best suits the Participant’s goals, time horizon and risk tolerance. The investment options available through the Plan vary from more conservative to more aggressive. Participants are encouraged to familiarize themselves with the investment goals, risk level and any applicable administrative fees of each option before making investment decisions.

A list of current investment options (as well as detailed descriptions of the primary investments in each option) may be found by logging on to www.Netbenefits.com/atwork or calling the Fidelity Retirement Benefits Line at 866-848-6466. To determine which investment options are appropriate, consider age, retirement income needs and tolerance for investment risk. Everyone’s situation varies, so Plan representatives (including the Trustees and the Fund Office staff) cannot provide investment advice. Instead, a Participant may want to consult with a professional investment or tax advisor before making any investment or distribution decisions.

Please note that this SPD is not an offer to sell securities, which can be made only by prospectus. A prospectus for any of the investment options available in the Plan are available by logging on to www.Netbenefits.com/atwork or calling the Fidelity Retirement Benefits Line at 866-848-6466. Read a prospectus carefully before investing. It contains complete information about the investment option, including any fees and expenses. Remember all investment options in the Plan have some degree of risk.

Participation is voluntary and Participants are responsible for their investment decisions. The Plan is intended to qualify as a Participant-directed plan under Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. This means that Participants are responsible for their investment decisions under the Plan. The Plan fiduciaries are not responsible for any losses incurred as a result of investment decisions.

From time to time, the Trustees may add or delete investment options if they determine (based on the advice of their investment professionals) that the change is in the best interests of Participants. Notification will be made regarding any changes to the options offered in the Plan.

CHANGING INVESTMENTS

A Participant may request an exchange and make changes to how future Contributions are invested virtually any time by logging on to NetBenefits® at www.Netbenefits.com/atwork or by calling the Fidelity Retirement Benefits Line at 866-848-6466. New investment elections will be effective as of the close of business that day if the request is made before the close of the New York Stock Exchange (usually 4:00 p.m., Eastern Time). If the request is made after this time or on a non-business day, such as weekends or holidays, the new investment elections will be effective as of the close of business on the next business day.

Before investing in any investment option, carefully consider its objectives, risks, charges and expenses. For this and other information, contact Fidelity for a free prospectus. Read it carefully before determining investment decisions.

INVESTMENT OPTION NOT SELECTED

If the Participant does not select an investment option, Fidelity will automatically invest the Participant's account in a Qualified Default Investment Alternative (QDIA). The Plan's QDIA is a set of mutual funds with specific retirement target dates. If the Participant does not make an investment option for an Individual Account, Contributions will be invested into the Fidelity Freedom Fund[®] that has a target Retirement date closest to the year the Participant might Retire based upon age 65 as retirement age.

ACCOUNT STATEMENT

To help keep track of the Plan account balance, Account statements are always available 24-hours a day, seven days a week through NetBenefits[®] at www.Netbenefits.com/atwork. As an alternative, account balances are available through the Fidelity Retirement Benefits Line at 866-848-6466.

Online statements may be created at any time by following the instructions on www.Netbenefits.com/atwork. In addition, at the end of each quarter, statement will be available detailing:

- Employer's Contributions, if any, since the date of the previous statement;
- Rollover Contributions (if any);
- investment elections;
- income, gains and/or losses attributable to the investments in an Individual Account; and
- account balance.

All quarterly statements will be sent electronically, unless the Participant elected to receive them by U.S. mail.

INVESTING RESPONSIBILITY

The account balance is allocated among investment options elected (or to which were defaulted into if an election was not selected). Investment in these options cannot guarantee a profit or protect against a loss. The value of mutual funds changes daily and a Participant can lose (or gain) money in an Individual Account. The chance that a Participant may not make money on an investment is called "risk." Carefully weigh the potential earnings of each investment choice against its risk before making an investment decisions since these investment options have no guarantee against loss or depreciation.

The Plan is intended to be a Participant-directed plan, as described under Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) and related Department of Labor regulations, which permit a Participant to exercise control over the investment of their account and provides that other Plan fiduciaries may be relieved of liability for any losses which are the direct and necessary result of investment directions provided by the Participant.

Under the Plan, the Participant is solely responsible for the selection among the investment options offered by the Plan. The Employer, the Trustees, any appointed Fiduciary and Fidelity Investments are not empowered to provide investment advice. The fact that an investment option is available for investment under the Plan should not be construed as a recommendation for investment in that option.

Distributions

NO IN-SERVICE WITHDRAWALS OR LOANS

A Participant is not permitted to take a withdrawal from the Accumulated Share while employed or permitted to borrow from the Accumulated Share.

ELIGIBILITY FOR BENEFIT PAYMENTS

Distributions from the Plan are permitted when:

- A Participant retires as explained in the Retirement section below;
- A Participant dies;
- A Participant becomes totally and permanently disabled, or
- A Participant terminates Covered Employment and no Employer Contributions are made to the Plan on their behalf for at least 12 consecutive months. The 12 consecutive month rule is waived if a Participant attained their Social Security Normal Retirement Age (age 62) and works less than 40 hours per month in the same industry, trade, craft, and geographical area covered by the Plan.

Minimum distributions are required from the Participant's Accumulated Share by April 1st of the calendar year following the year in which a Participant attains age:

- (i) 70½ for Participants who reached age 70 ½ prior to January 1, 2020,
- (ii) 72 for Participants who reached age 70 ½ on or after January 1, 2020 and reached age 72 before January 1, 2023, or
- (iii) 73 for Participants who reach age 72 on or after January 1, 2023.

For a Participant who is less than a 5% owner, the applicable Required Beginning Date is April 1 of the calendar year following the later of:

1. The calendar year in which the Participant attains age:
 - A. 70 ½ for Participants who reached age 70 ½ prior to January 1, 2020,
 - B. 72 for Participants who reached age 70 ½ on or after January 1, 2020 and reached age 72 before January 1, 2023, or
 - C. 73 for Participants who reach age 72 on or after January 1, 2024, or
2. The calendar year in which the Participant ceases working in Covered Employment.

The Fund Office will adhere to the Procedures to Locate Missing Participants. All Participants are encouraged to update their contact information if any information changes.

Retirement

A Participant is considered retired when they have reached Early or Normal Retirement Age and work less than 40 hours per month in the same industry, trade, craft and geographical area covered by the Plan.

If a Participant is not eligible for a pension from the Midwest Operating Engineers Pension Trust Fund, then they shall still be considered retired if they are receiving a pension from another entity, and work less than 40 hours per month in the same industry, trade, craft and geographical area covered by the Plan. Proof of an award letter from such entity will be required.

Early Retirement Age

A Participant's Early Retirement Age occurs when the Participant has:

- At least ten (10) Vesting Service Years and attained 100% vested status under the Midwest Operating Engineers Pension Plan, and
- There is at least one hour of service in Covered Employment as of the following date and the Participant has attained the following age:

Covered Employment Date	Early Retirement Age
Prior to April 1, 2014	55
On or after April 1, 2014 and prior to April 1, 2015	56
On or after April 1, 2015 and prior to April 1, 2016	57
On or after April 1, 2016 and prior to April 1, 2017	58
On or after April 1, 2017 and prior to April 1, 2018	59
On or after April 1, 2018	60

Normal Retirement Age

Generally, Normal Retirement Age is reached at the later of (i) age 65 or (ii) the 5th anniversary of participation in the Plan. A Participant may reach Normal Retirement Age earlier if:

- Ten (10) Vesting Service Years have been accumulated under the Midwest Operating Engineers Pension Plan, and
- There is at least one hour of service in Covered Employment as of the following date and have attained the following age:

Covered Employment Date	Normal Retirement Age
Prior to April 1, 2014	60
On or after April 1, 2014	61
On or after April 1, 2015	62
On or after April 1, 2016	63
On or after April 1, 2017	64
On or after April 1, 2018	65

FORMS OF PAYMENT

The following forms of payment are available:

- Single lump sum payment equal to the Participant's Accumulated Share;
- Monthly installments for a specified period; can also be done bi-weekly, bi-monthly, quarterly, semi-annually or annually.
- Combination of an initial single sum payment followed by monthly installments for a specified period; or

- Installment payments equal to a specific dollar amount (the amount may be changed once per calendar year).

IF VESTED BALANCE IS \$7,000 OR LESS

If the Participant's Accumulated Share is \$7,000 or less, the Participant will receive a single lump sum payment if there is an application for distribution. If the Accumulated Share is \$1,000 or less, Fidelity Investments will pay the distribution as a single sum payment even if no election is made.

MINIMUM REQUIRED DISTRIBUTION

Under IRC rules minimum distributions are required from the Participant's Accumulated Share by April 1st of the calendar year following the year in which a Participant attains age:

- (i) 70½ for Participants who reached age 70 ½ prior to January 1, 2020,
- (ii) 72 for Participants who reached age 70 ½ on or after January 1, 2020 and reached age 72 before January 1, 2023, or
- (iii) 73 for Participants who reach age 72 on or after January 1, 2023.

For a Participant who is less than a 5% owner, the applicable Required Beginning Date is April 1 of the calendar year following the later of:

1. The calendar year in which the Participant attains age:
 - A. 70 ½ for Participants who reached age 70 ½ prior to January 1, 2020,
 - B. 72 for Participants who reached age 70 ½ on or after January 1, 2020 and reached age 72 before January 1, 2023, or
 - C. 73 for Participants who reach age 72 on or after January 1, 2024, or
2. The calendar year in which the Participant ceases working in Covered Employment.

This required amount is calculated using the value in IRS tables based on age (and in certain cases, the age of the spousal Beneficiary).

MISSING PARTICIPANTS POLICY AND PROCEDURES

1. Not less than annually, the Fund Office shall review a list of vested Participants to determine if any Participants will reach Normal Retirement Age in the upcoming calendar year. In the event a Participant reaches Normal Retirement Age without applying for benefits from the Plan, the Fund Office will send a letter to the Participant advising that the Participant has reached Normal Retirement Age and instructing the Participant on how to apply for benefits.
2. Not less than annually, the Fund Office shall review a list of vested Participants to determine if any Participants will reach their Required Beginning Date in the coming calendar year. In the event a Participant has been identified as reaching their Required Beginning Date in the coming calendar year and has not applied for a benefit from the Plan, the Fund Office will forward a letter to the Participant's last known address, advising of the necessity of submitting a benefit application to

the Fund Office. This letter shall be sent to the Participant by certified mail (return receipt requested) and regular first-class mail.

3. In the event the Fund Office does not have an address on file for the Participant, or the letter described in Paragraphs 1 or 2 of these Procedures is returned unclaimed or undeliverable, the Fund Office shall take the following actions until a current address is located or all attempts have been exhausted:
 - Review Fund Office records to determine if the Participant has previously been paid benefits. (For example, to determine if the Participant was also eligible for Welfare Fund coverage) and determine if such records contain a more current address.
 - Review Fund Office records for any telephone numbers on file and call the telephone numbers to determine an updated address or contact information.
 - Review Fund Office records for any electronic mail address on file and contact the electronic mail address to determine an updated physical address or contact information.
 - Contact the Local Union with which the Participant was affiliated to determine if the Local Union has an updated address or contact information.
 - Review Fund Office records to determine if there is a designated beneficiary on file and contact this individual by forwarding the letter referenced in Paragraph 2 to the designated beneficiary's address to determine a current address.
 - Search for an address or contact information using online services including Internet search engines, public record databases (such as those for licenses, mortgages and real estate taxes), obituaries and social media.
 - Search for an address or contact information using a commercial locator service, a credit reporting agency, or a proprietary internet search tool such as PBI, Lexis or Westlaw for locating individuals.
4. The Fund Office shall maintain records demonstrating the efforts taken under Paragraph 3 to locate a Participant.

Important Information About Taxes

The following summary is intended to be general in nature. Because tax rules are complex and constantly changing, it is important to consult a tax advisor regarding distributions from the Plan Account.

Important Year-End Planning Considerations

Distribution requests made on or before the last business day of the calendar year will be processed and reported as taxable transactions in that year.

If there are any questions about the tax year reporting, contact the Fidelity Retirement Benefits Line at 866-848-6466.

Fidelity Investments, Employers and the Trustees will not provide tax advice. The Fund Office staff can only inform Participants of their options and the Plan provisions; Fund Office staff cannot help Participants make decisions regarding their account. Tax consequences of any payments received are determined by law and/or the choices made by each individual Participant.

TAX YEAR CUTOFF

The tax year cutoff for distributions from the Plan is the last business day of the year.

TAXES WITHHELD ON PAYMENTS

The portion of an eligible rollover distribution that is not directly rolled over is subject to a mandatory 20% federal income tax withholding and may also be subject to a 10% penalty tax on early distributions prior to age 59½. A Participant may defer paying taxes and avoid the 10% penalty tax on early distributions by rolling over that portion of the distribution to another eligible employer plan or IRA (including an IRA rollover annuity).

PENALTY TAX ON EARLY DISTRIBUTIONS

The IRS imposes a 10% penalty tax on the taxable portion of early distributions prior to age 59½ from qualified plans such as the Plan unless an exception applies.

Administrative Information

The following information provides legal and procedural information about the Plan and may be helpful to refer to it for questions regarding Plan operations and claims.

PLAN ADMINISTRATION

The Plan is administered by the Board of Trustees. The Trustees make all decisions about Plan administration, pursuant to the Plan document. The Trustees have engaged Fidelity Investments to handle day-to-day recordkeeping and processing. Most of the transactions, including changes of investments and Beneficiary designation, may be done online through Fidelity NetBenefits® at www.Netbenefits.com/atwork.

Expenses of Plan administration that relate directly to an Individual Account may be paid out of that Individual Account. Expenses of Plan administration that do not relate to any specific Participant's Individual Account or that may not legally be charged to a specific account may be charged on a per capita basis.

ASSIGNMENT OF BENEFITS

Except when required by law, a Participant may not sell, assign, pledge, or transfer benefits under the Plan before the Participant receives them. Except in the case of tax levies, a Participant's Individual Account generally is not subject to garnishment, execution, levy, or other legal process by the Participant's creditors. In other words, the Plan benefits are meant to be enjoyed by the Participants during their retirement years and are not meant to be used for other purposes. Another exception to this rule is extended for alimony, child support, or other payments to a spouse, former spouse, child, or other dependent required under a Qualified Domestic Relations Order (QDRO), as described in the following section.

QUALIFIED DOMESTIC RELATIONS ORDER

A Qualified Domestic Relations Order (QDRO) is a judgment, decree or order that meets the requirements set out under the Retirement Equity Act of 1984 and which relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse or other dependents of a

Participant. Under such an order, payment of the benefits may be made to the person named in the order (the alternate payee) instead of the Participant. A court may not require that the Plan pay a Participant's benefits to an alternate payee at any time or in any form that is not otherwise allowed by the Plan.

If the Trustees receive a QDRO notice that may affect an Individual Account, a hold may be placed on distributions from the Accumulated Share for a period of time determined to be reasonable by the Trustees. A Participant will receive notification if the Trustees place a hold on an Individual Account. The Participant will be given the opportunity to appeal any decision to pay any part of the Accumulated Share to someone else based on the terms of the order.

Midwest Operating Engineers Retirement Enhancement Fund Model Orders are available through Fidelity via their <https://qdro.fidelity.com>. Please note that by using one of Fidelity's web-based Model Orders, the administrative fee assessed by Fidelity will be reduced to \$300, which will be deducted from the final account balances as specified by the Order provided.

If the parties do not use one of Fidelity's web-based Model Orders, the Participant will be assessed a fee by Fidelity of \$1,200, for administrative expenses, that will be deducted from the final account balances as specified by the Order provided.

For more information regarding QDROs or for a copy of the Plan's QDRO procedures, please contact the Fidelity Retirement Benefits Line at 866-848-6466.

FUTURE OF THE PLAN

While the continuance of the Plan is contingent upon the continued requirement of Employer Contributions to the Plan through the collective bargaining agreement or participation agreement, the Trustees intend to continue the Plan indefinitely for the benefit of the Plan Participants.

If The Plan Is Terminated

If the Plan is terminated, or if there is a partial termination, the Participants will have full ownership rights to their Individual Accounts as of the date of termination. Any unallocated contributions, forfeitures and investment gains or losses will immediately be allocated to the Accumulated Share as if it were a valuation date. Investment gains or losses will continue to be allocated until the balances are distributed.

If The Plan Is Merged, Consolidated, or Transferred

If the Plan is merged or consolidated with, or transferred to another plan, the current Accumulated Share is protected. Immediately after the change, the Accumulated Share under the new plan will at least equal the amount the Participant would be entitled to immediately before the merger or consolidation or if the Plan had been terminated.

TOP-HEAVY PLAN PROVISIONS

Under current tax law, the Plan is required to contain provisions which will become effective if it becomes "top-heavy." A plan is considered top-heavy if the Accumulated Shares of certain highly paid Employees are more than 60% of the Accumulated Shares of all Employees. It is unlikely that the Plan will ever become top-heavy. However, if it does, certain additional minimum benefits will have to be provided. A more detailed explanation of these provisions is set forth in the Plan document and will be provided in the unlikely event that the Plan becomes top-heavy.

PBGC

Federal law does not provide that benefits under plans of this type be insured through the Pension Benefit Guaranty Corporation (PBGC).

CLAIMS AND APPEALS

An application (or claims) is a request for Plan benefits. If the claim is denied, the Trustees will:

- State the specific reason(s) for the denial;
- Cite the Plan provisions on which the denial is based;
- Advise of any additional information or material required and provide an explanation of why such information or material is necessary; and
- Advise of the Plan claim review procedures, the time limits applicable to such procedures and the appeal rights related to the claim.

A request for a review or disapproval of the application for benefits must be submitted within 60 days of the disapproval notice. The request should be submitted in writing to the Administrative Manager as follows:

The Board of Trustees of the Midwest Operating Engineers Retirement Enhancement Fund

Attention:

Mr. Thomas Bernstein, Administrative Manager

Midwest Operating Engineers Fringe Benefit Funds

6150 Joliet Road

Countryside, IL 60525

Upon the receipt of the written request to the Administrative Manager, all relevant information regarding the claim will be forwarded to the Review Panel.

Upon request, reasonable access and copies of all documents, records, and other information related to the claim for benefits, will be provided free of charge. The Trustees' decision on the appeal will consider all comments, documents, records, and other information submitted relating to the claim, even if such information was not submitted or considered in the initial claim decision.

Written notice of the appeal decision will be furnished within 60 days after the appeal was filed, or within 120 days of the appeal if special circumstances require more time and the Trustees inform the Participant of the delay. Notice of a delay will be given in writing, before the initial 60-day period ends, and it will indicate the special circumstances requiring an extension of time and the date by which the Trustees expect to make a decision on review of the claim.

The Trustees will give written notice of its decision on the appeal of the claim. If the claim is denied on appeal, the notice will state:

- The specific reason for the denial;
- The specific Plan or policy provisions on which the denial is based;
- A statement that upon request, reasonable access and copies of all documents, records, and other information related to the claim for benefits, will be provided free of charge.
- A statement of the right to bring a civil action under section 502(a) of ERISA.

The Participant may not file a lawsuit for any denied benefits under this Plan until the appeal rights have been exhausted by the Participant.

The Board of Trustees has the authority to interpret the Plan and make all benefit decisions. However, the Trustees have delegated some of these responsibilities to other entities or individuals (e.g., the Review Panel and Fund Office representatives). Benefits under the Plan will be paid only if the Trustees (or their delegate) decide in their discretion that the applicant is entitled to them.

ERISA RIGHTS

As a Participant in the Plan, there is an entitlement to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Information About the Plan and Benefits

- Examine, without charge, at the Fund Office, all documents governing the Plan, including trust 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 Administrative Manager, copies of all documents governing the operation of the Plan, including the latest annual report (Form 5500 Series) and updated SPD. The Administrative Manager may charge a reasonable fee for the copies.
- Receive a summary of the Plan's annual financial report. The Administrative Manager is required by law to furnish each Participant with a copy of this Summary Annual Report, free of charge.
- Make a written request (not more than quarterly) for a calculation of the vested interest in the Individual Account, or the earliest day on which the interest in the Individual Account will become vested. The statement will be provided 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 the Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of all Plan Participants and beneficiaries. No one, including an Employer or any other person, may terminate a Participant or otherwise discriminate against in any way to prevent a Participant from obtaining a benefit or exercising their rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps available to enforce the above rights. For instance, if a copy of Plan documents or the latest annual report from the Plan was requested and not received within 30 days, a suit may be filed in a federal court. In such a case, the court may require the Administrative Manager to provide the materials and pay an individual up to \$110 a day until the materials are received, unless the materials were not sent because of reasons beyond the control of the Administrative Manager. If there is a claim for benefits which is denied or ignored, in whole or in part, a suit may be filed in a state or federal court. In addition, if there is a disagreement with the Plan's decision or lack thereof concerning the status

of a qualified domestic relations order, a suit may be filed in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if a Participant is discriminated against for asserting their rights, assistance may be sought from the U.S. Department of Labor, or a suit may be filed in a federal court. The court will decide who should pay court costs and legal fees. If successful, the court may order the person sued to pay these costs and fees. Alternatively, if there is a loss, the court may order the person filing the lawsuit to pay those costs and fees, for example, if it finds the claim is frivolous.

Assistance With Questions

If there are any questions about this SPD or the Plan, contact the Administrative Manager. If there are any questions about rights under ERISA, or if assistance is required to obtain documents from the Administrative Manager, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the 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. Additional information and publications regarding rights and responsibilities under ERISA are available by calling the publications hotline of the Employee Benefits Security Administration or visiting their website at dol.gov/ebsa.

RIGHTS UNDER USERRA

Under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), if a Participant returned to Covered Employment following a USERRA-recognized military service leave, they are entitled to Employer Contributions for the period of the qualified military service up to five (5) years (or longer if required by law), provided all of the requirements under USERRA have been met. These requirements include applying for reemployment within the time required under USERRA and not receiving less than an honorable discharge. The required Employer Contributions will be made in accordance with the applicable collective bargaining agreement.

Contact the Fidelity Retirement Benefits Line at 866-848-6466 for more information.

Plan Directory

Plan Name	Midwest Operating Engineers Retirement Enhancement Fund
Plan Number	001
Type of Plan	This is a multiemployer defined contribution plan, which means that the value of the Accumulated Share depends on the amount of Contributions made on and the market value of the investment options.
Employer Identification Number	51-0669630
Plan Administrator	The Board of Trustees of the Midwest Operating Engineers Retirement Enhancement Fund
Agent for Service of Legal Process	<p>Service of any legal process related to this Plan should be made to the Fund Attorney:</p> <p>Travis J. Ketterman, Esq. McGann Ketterman & Rioux 111 East Wacker Drive, Suite 2300 Chicago, Illinois 60601</p> <p>Service also may be made upon a Trustee or the Administrative Manager:</p> <p>Mr. Thomas Bernstein, Administrative Manager Midwest Operating Engineers Fringe Benefit Funds 6150 Joliet Road Countryside, Illinois 60525-3994</p>
Plan Recordkeeper	Fidelity Investments 900 Salem Street Smithfield, RI 02917 866-848-6466
Plan Year	The Plan Year is June 1 through May 31.

Glossary

These terms have the following meanings when used in this SPD:

Account

The term Account means the account, or multiple accounts, created for Participants.

Association

An Employer Association that has entered into a collective bargaining agreement with the Union where the Employer members of the Association agree to make Employer Contributions to the Plan.

Beneficiary

A Beneficiary is the person or persons (including a trust) designated to receive benefits in the event of a Participant's death. If a Beneficiary is not designate or improperly designated, the Plan document identifies the Beneficiary who will receive the benefits in the event of death.

Employer Contributions

Payments made on a Participant's behalf to the Plan according to the terms of the applicable collective bargaining agreement.

Covered Employment

Employment as an Employee for an Employer that requires Contributions to the Plan, in accordance with the applicable collective bargaining agreement or participation agreement.

Employer

An individual, partnership or similar business entity, firm or corporation that is bound to make Contributions to the Plan under the provisions of a collective bargaining agreement entered into with the Union or a participation agreement.

An Employer also includes the following entities that are required to make Contributions on behalf of their Employees:

- an Association;
- the Trustees of the Midwest Operating Engineers Pension Trust Fund;
- the Trustees of the Midwest Operating Engineers Retirement Enhancement Fund;
- the Trustees of the Midwest Operating Engineers Welfare Fund;
- the Trustees of the Operating Engineers Local 150 Apprenticeship Fund;
- the Trustees of the Midwest Operating Engineers Construction Industry Research Service Trust Fund;
- the Board of Directors of the Midwest Operating Engineers IT Services Corp.; or
- the Union

ERISA

Employee Retirement Income Security Act of 1974, as amended.

IRC

Internal Revenue Code of 1986, as amended.

Plan

Midwest Operating Engineers Retirement Enhancement Fund.

Plan Administrator

The Board of Trustees of the Midwest Operating Engineers Retirement Enhancement Fund. The Trustees may delegate various functions to the Administrative Manager.

Plan Year

June 1 – May 31.

SPD

Summary Plan Description.

Trustees

The persons selected under the Trust Agreement to administer the Plan, also known as the Board of Trustees.

Union

International Union of Operating Engineers, Local 150, AFL-CIO.

Vesting

Ownership of, or the right to receive, the Accumulated Share.