

LOCAL 812 ANNUITY FUND
SUMMARY PLAN DESCRIPTION
January 1, 2022

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October 15, 2022

Dear Participant:

We are pleased to present you with this Summary Plan Description for the Local 812 Annuity Fund. This is a summary of the provisions set forth in the plan of benefits of the Local 812 Annuity Fund. For simplicity, this Summary Plan Description uses the following abbreviated terms:

- The Local 812 Annuity Fund is called the “Fund;”
- The Fund’s plan of benefits is called the “Plan;”
- This Summary Plan Description is called the “SPD;”
- Local 812 of the International Brotherhood of Teamsters is called the “Union;”
- A collective bargaining agreement between an employer and the Union, or a participation agreement between an employer and the Fund, is called a “CBA.” In this SPD, “CBA” will also mean a written agreement which allows employees of the Fund, the Union, and the affiliated Local 812 Health Fund to participate in the Fund;
- An employee who is eligible to join the Fund and earn benefits is called a “Participant;”
- A person who is entitled to a benefit from the Plan upon the death of a Participant is called a “Beneficiary”; and
- Prudential Retirement, which provides the recordkeeping services and investment platform, is called “Prudential.”

The Board of Trustees established the Fund to help you accumulate monies for retirement on a tax-deferred basis.

This SPD is addressed to you, the Participant. The primary purpose of this SPD is to provide you with a non-technical explanation of the most important features of the Plan. Among other things, it tells you:

- when you qualify for a benefit,
- how your benefit is paid, and
- what happens to your benefits if you die.

Please read this SPD carefully and, if you are married, share it with your spouse.

We have made every effort to ensure that what you find here accurately reflects the terms of the Plan. However, should there be any discrepancy between the Plan and this SPD, the Plan will govern. A copy of the Plan is available from the Fund Office.

This SPD reflects the terms of the Plan in effect as of October 15, 2022, unless otherwise noted.

If you have any questions, feel free to contact the Fund Office at 516-303-1455.

The Board of Trustees of the
Local 812 Annuity Fund

I. INTRODUCTION

The Fund is a defined contribution plan. The Fund was established pursuant to a Trust Agreement dated January 1, 2022. The money held in the Fund comes from contributions made by participating employers under the terms of the employers' CBAs. The Fund also holds Transfer Contributions and Rollover Contributions from other retirement plans, and the investment income earned on all these contributions.

Every Participant has an individual account (an "Account") in the Fund, with separate subaccounts for employer contributions, and where applicable, Transfer Contributions and Rollover Contributions. Contributions are credited to the Participants' Account on a monthly basis. You are immediately 100% vested in your Account once employer contributions are made to the Fund on your behalf. This means that when you permanently cease to be employed by an employer because of retirement, death, or termination from employment, you, or your beneficiary, will be entitled to receive your benefits, as explained more fully in this SPD. You are always 100% vested in your Account, including any Transfer Contributions or Rollover Contributions held by the Fund on your behalf. You will receive a quarterly statement from Prudential showing the amount in your Account as of the end of each calendar quarter.

The amount in your Account is invested in accordance with your directions. You may select from available investment funds through Prudential. You can contact Prudential 24 hours a day, seven days a week, via the Internet at <http://www.retirement.prudential.com> or an automated telephone system at 877-778-2100. You can also speak to a Participant Service Representative from 8 AM to 9 PM on any business day the New York Stock Exchange is open by calling 877-778-2100.

II. PARTICIPATION IN THE FUND

If you were a Participant in the Soft Drink & Brewery Workers' Union Local 812 Retirement Fund on January 1, 2022 and were at that time employed by an employer that participates in this Fund, you automatically became a Participant in this Fund on January 1, 2022. Otherwise, you are eligible to participate in this Fund as of the date on which your employer first becomes obligated to make contributions to the Fund on your behalf.

When you sever employment with a participating employer, your participation in the Fund will cease upon the earlier of your death or the date on which your account is completely distributed. Leased employees are not eligible to participate in the Fund.

III. CONTRIBUTIONS

Employer Contributions

Employer contributions are made on your behalf in such amounts as are required by your employer's CBA. You may examine or obtain a copy of your employer's CBA upon written request to the Fund Office.

There are certain limitations established by the Internal Revenue Code on the maximum amount of contributions that may be made on your behalf to the Fund. If your benefit is affected by this limitation, the Fund Office will advise you.

Transfer Contributions

The Trustees may accept a transfer of assets from another qualified plan on your behalf to the extent permitted by applicable law. Any transferred assets will be credited to your Transfer Account and accounted for separately, and any protected benefits associated with such assets will be preserved to the extent required by law.

Rollover Contributions

If you receive a taxable eligible rollover distribution from another eligible retirement plan, you may elect to have such amount directly rolled over to the Fund. Rollover Contributions will be credited to your Rollover Contribution Account. The Fund will not accept any amount which is not classified as a taxable eligible rollover distribution. To the extent the Internal Revenue Service finds that a contribution is not a taxable eligible

rollover distribution after it has been contributed to the Fund, such amount will be returned to you and any expenses incurred by the Fund for the rollover will be charged to your account. If you are interested in making a Rollover Contribution, please contact Prudential for information on whether your distribution is a taxable eligible rollover distribution and how you can roll over a taxable eligible rollover distribution into the Fund.

IV. INVESTMENT OF YOUR ACCOUNT

The Fund is designed to comply with the rules described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). This means that the Fund allows you to choose from a broad range of investment options. You have the responsibility to determine how to invest the assets in your Account. As a result, the Board of Trustees, its representatives, and the Fund’s other fiduciaries have no liability for any losses that result from your control over the assets in your Account or your decisions on how to invest those assets. You should read the literature describing each investment option before making any investment decision. You will bear the full impact of any losses and any gains from the investment options that you select. The Trustees are only responsible for the prudent selection and monitoring of the investment options offered. Prudential will provide you, at least annually, with information which describes the particular investment options available and the rules for investing your Account in them.

You can currently select among 16 investment options. You may obtain a prospectus or financial report for any of the investment options by contacting Prudential. From time to time, new investment options may be added and existing ones eliminated. You can change your investment allocations if you want to invest in a newly added option. If an option in which you are invested is eliminated, you will need to choose a replacement option.

Your investment options include Target Date funds, which the Trustees have designated as the default options for participants who do not affirmatively elect investment options for all amounts contributed to their accounts. Target Date funds contain stocks and bonds in different proportions based on the number of years until you reach Normal Retirement Age. If you fail to direct how your account balance is to be invested, the entire balance

will be invested in the Target Date fund suited for your age. Also, if you do not designate an investment fund for any portion of the contributions made on your behalf, or if you mistakenly allocate more than 100% of the contributions made on your behalf among the investment funds, all contributions will be invested in the Target Date fund that is appropriate for you until you correctly reallocate 100% of your contributions to other investment funds.

You may change the manner in which future contributions to your Account will be invested, and you may transfer your existing account balances to other investment options, by contacting Prudential. The amounts that you transfer must be in multiples of 1% or whole dollar amounts. A written confirmation of your transfers will be mailed to you. If you request a transfer that does not result in the allocation of 100% of your Account, or if the transfer is invalid for any other reason, it will not be processed.

Your Account will be updated each business day to reflect any investment earnings or losses on each of the investment funds. Investment changes and transfers made and confirmed before 4:00 PM ET on any day the New York Stock Exchange (“NYSE”) is open will generally be effective as of the close of that day. A change confirmed on or after 4:00 PM, or on weekends or holidays, will generally be effective as of the close of the next day the NYSE is open. In the event the NYSE closes prior to 4:00 PM ET on any business day, a change made and confirmed before the time the NYSE closes will generally be effective as of the close of that day. A change made or confirmed on or after such closing time will generally be effective as of the close of the next day the NYSE is open. If an investment option cannot meet same day redemption requests, your change will be effective as soon as administratively possible thereafter.

There may be limitations on your ability to direct the investment of your Account under the Fund. Mutual funds in which you have invested may impose redemption fees on certain transactions and may restrict or limit frequent or excessive trading. If your investment direction violates trading restrictions or limitations, redemption fees may be assessed to your Account or your investment directions may be declined. In some circumstances your ability to make additional investments in an investment option may be suspended or terminated. Please refer to the prospectus and other information for the particular investment option for

further details on the policies on redemption fees and trading restrictions or limitations. You may also obtain related information by contacting Prudential.

The procedures for making investment changes and transfers are subject to change.

A quarterly statement setting forth the value of your Account as of the end of each calendar quarter will be provided to you by email (if you have agreed to accept communications electronically) or mailed to your address on file. The statement will include the following:

- the amount contributed to your Account;
- the investment options you have selected;
- the earnings or losses on your investments;
- the current value of your Account;
- distributions from the Account, if any, and
- administrative fees deducted from your Account during the calendar quarter.

You may also receive the following information, upon request:

- a description of the annual operating expenses of each investment fund which reduce the rate of return on your Account;
- copies of prospectuses, financial statements and reports relating to investment funds that are in the Fund's possession;
- a list of assets in the portfolio of each investment fund, and the value of each asset, if available;
- a list of plan assets and the value of each such asset or the portion of the portfolio that it comprises; and
- information on past and current investment performance of each investment fund.

To learn about the investment options available to you, get information or make changes to your investments, you can contact Prudential. You can speak to a Participant Service Representative from 8 AM to 9 PM on any business day the New York Stock Exchange is open by calling 877-778-2100. You can also make changes to your investments online at <http://www.retirement.prudential.com>

V. INVESTMENT AND ADMINISTRATIVE FEES

The expense charges or expense ratios for the various investment options available can be found in the prospectuses and other investment material. You can get copies by contacting Prudential using the phone number or Internet address provided above. Investment fees for mutual funds are reflected in the daily price of the mutual funds. Investment fees for commingled trust funds are allocated monthly through the sale of units you hold in those funds.

VI. YOUR BENEFITS

When You Can Receive Benefits

You are fully vested in your Account once you become a Participant. You are eligible to receive 100% of the amount in your Account when you permanently sever employment with all employers that participate in the Fund because of 1) early (age 55) or normal (age 60) retirement, 2) voluntary or involuntary termination from employment, or 3) your total and permanent disability. You are considered totally and permanently disabled if you are unable to work in a position covered by the applicable CBA due to disability, as determined by the Trustees in their sole discretion.

You must elect the form of benefits payment in writing before the first benefit payment is made. Election forms will be provided by Prudential as part of the application for benefits.

As discussed more fully below, and subject to the restrictions below, you can elect to receive a distribution from your Account as a lump sum or through a number of partial lump sum payments. You can also elect to take distributions in periodic installment payments, purchase a lifetime annuity or roll the money in your Account over to an eligible retirement plan (such as an IRA), which may have certain fees attached to it. You should compare the expenses and fees of the investment options available under the eligible retirement plan to those under this Fund. If you roll over your Account, you will not be taxed on the amount you roll over, and any earnings on that amount, until distributed. If you receive a distribution of your Account, however, to the extent you do not (or cannot) make a rollover, it may be subject to tax.

Note that the distribution of the account of a married Participant will be made in the form of a 50% Joint & Survivor Annuity unless the Participant and spouse timely waive this form of payment. If this annuity is properly and timely waived, the Participant may elect to take distributions in the form of a 75% Joint & Survivor Annuity, a lump sum or number of partial lump sum payments, a lifetime annuity or through periodic installment payments. He or she may also elect to roll over his or her Account.

Amount of Benefit

Your benefit amount is based on the amount of your Account as of the date on which the distribution of your benefits is made or begins, minus any outstanding administrative expenses.

Payment of Benefits:

Lump Sum Cash Out of Small Accounts

If you sever employment and your vested account balance is not greater than \$1,000, you will be paid your benefits in a lump-sum distribution equal to the total amount of your account. This payment option is automatic for all such small accounts and does not require your consent.

Benefit Payments for Married Participants

If you are married, the benefit amount in your Account will automatically be paid in the form of a qualified 50% Joint and Survivor Annuity unless you elect another form of payment within 180 days before the date on which your benefits are payable and complete the required waiver forms. The qualified Joint and Survivor Annuity is purchased from an insurance company with the monies in your Account. This form of benefit will provide you with a reduced lifetime annuity, and if you should die before your spouse, it will pay an annuity to your surviving spouse for his or her life in an amount equal to one-half (50%) of the amount that was payable to you. You may instead elect to have 75% of your benefit continued to your surviving spouse. This is known as the "Qualified Optional Survivor Annuity".

If you are married and wish to reject a benefit form that pays your spouse a survivor's annuity, your benefit election must be accompanied by your spouse's written, notarized consent. The consent form is included in the application forms provided by Prudential.

Forms of Benefits Payments

Married Participants who waive the 50% Joint & Survivor form of payment (and who do not instead elect the 75% Joint & Survivor form of payment), and all unmarried participants may elect from the following forms of payment

- An annuity payable for the lifetime of the Participant;
- equal installment payments, made monthly, quarterly, semi-annually or annually, over a period you elect and in an amount that you elect;
- a partial or full lump sum payment;
- a combination (in amounts you choose) of lump sum and installment payments or
- a rollover to another eligible qualified retirement plan.

If you elect to receive installment payments from your Account, you must elect whether payments will be made monthly, quarterly, semi-annually or annually, the amount to be paid at each payment date, and the period over which the payments will be made. Installment payments will cease as of the end of the payment period that you have selected or, if earlier, once your entire Account has been distributed.

You should designate a Beneficiary to receive the remainder of your Account if you die before the Account is completely distributed. If you are married on the date of the first benefit payment, your spouse is automatically designated the Beneficiary of your Account, unless your spouse consents (in writing and notarized) to another specifically designated Beneficiary. You may change the designated Beneficiary by filing the proper form with Prudential before payments to the Beneficiary would begin, but only with your spouse's notarized consent, unless your spouse has previously expressly permitted you to name a different Beneficiary without his/her consent. If you are not married, you may designate any person as the Beneficiary of your Account. Also, you may change your designated Beneficiary at any time by submitting the proper form to the Fund Office before payments to your Beneficiary begin.

If no Beneficiary is designated or the designated Beneficiary predeceases you, your Account will be paid to the following persons in the following order of priority: (a) your surviving spouse; (b) your surviving children in equal shares; (c) your surviving parent(s) in equal shares; or (d) your estate.

Eligible Rollover Distributions

You may elect in writing to have all or a portion of your benefit payments made as an eligible rollover distribution paid in a “direct rollover” or paid to you. A direct rollover is a payment of your benefits directly to an eligible retirement plan that you select and that accepts rollovers. (Your payment cannot be rolled over to a SIMPLE IRA or a Coverdell Education Savings Account.) How your benefit is paid will affect the tax you owe. Generally, a lump sum payment or course of payments over a period of less than 10 years is an eligible rollover distribution. You cannot roll over the payments from a life annuity or a joint and survivor annuity. You also cannot roll over required minimum payments that must be paid to you on or after your required beginning date. Prudential should be able to tell you what portion of your benefit payments is an eligible rollover distribution.

If you choose to have all or a portion of your Account paid in a direct rollover:

- Your payment(s) will not be taxed in the current year and no income tax will be withheld;
- Your payment(s) will be made directly to the eligible retirement plan that you designate and that accepts your rollover; and
- Your payment(s) will be taxed later when you take it (them) out of the eligible retirement plan.

If you choose not to rollover your Account and instead have it paid to you:

- You will receive only 80% of each payment because the Fund is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes;
- Each payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you

receive a payment before age 59½, you also may have to pay an additional 10% tax on the payment unless you are at least age 55 and have severed your employment; and

- You can roll over the payment by paying it, within 60 days of your receiving the payment, to an eligible retirement plan that accepts your rollover. The amount rolled over will not be taxed until you take it out of the eligible retirement plan.

If you want to roll over 100% of any benefit payment that was paid to, you will have to pay the 20% of the benefit payment that is due to the IRS from another source. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over. A rollover must be made within 60 days after you received payment.

These rules also apply to payments to your surviving spouse, if any, and to an “alternate payee” who is entitled to a benefit under a Qualified Domestic Relations Order. A non-spouse Beneficiary, however, may only roll over an eligible rollover distribution in a direct rollover to an inherited individual retirement account.

You should speak with your accountant or other tax professional about tax treatment rules related to your distribution.

You will receive additional information on eligible rollover distributions and the options available to you when it is time for payment of your benefits to start or be made.

Commencement of Benefits; Mandatory Start of Payments

Age 60 is the Normal Retirement Age. You must begin receiving benefits within 60 days after the latest of (1) the end of the Plan Year in which you attain Normal Retirement Age (“NRA”), (2) the end of the Plan Year in which you sever employment, or (3) the end of the Plan Year which includes the 10th anniversary of your participation in the Fund unless you elect to defer distribution of your benefits. If you do not submit an application for benefits by the latest of these three dates, you will be deemed to have elected to defer commencement of payment of benefits until an application is submitted. In any event, distribution of your benefit must begin by no later than your required beginning date. Your “required beginning date” is the later of the April 1st of the calendar year immediately

following the calendar year in which you reach age 72 or the April 1st of the calendar year following the calendar year in which you sever employment (for any reason). However, you may elect to receive your benefit on or after the April 1st following the year in which you reach age 72 even if you continue to work.

Incapacity

If you are unable to care for your affairs because of legal, mental or physical incapacity, any benefits due you may be applied to your maintenance or support.

Qualified Domestic Relations Order

In general, you are not permitted to give away, assign or alienate your interest in your Account to another person. These “anti-assignment and alienation” rules are intended to ensure that your benefits are available to provide financial support during your retirement years. However, qualified domestic relations orders (“QDROs”) are one of the limited exceptions to these rules.

A domestic relations order (“DRO”) is a judgment, decree, or order that creates or recognizes an “alternate payee’s” right to receive or assigns to an alternate payee the right to receive, all or a portion of your Account under a qualified plan. To be a Qualified Domestic Relations Order (“QDRO”), and therefore recognized by the Fund, the DRO must include certain information and meet certain other requirements.

Please contact Prudential for its procedures for determining whether a DRO is qualified, and for making payments under a QDRO. You will be notified if a DRO which could be a QDRO is received by the Fund or Prudential with respect to your benefits.

VII. IN THE EVENT OF DEATH BEFORE COMMENCEMENT OF BENEFITS

Married Participants

If you are married and die before you begin to receive benefits, your surviving spouse will generally receive a lifetime annuity actuarially equivalent to 50% of the amount of your Account. This benefit is called the “Surviving Spouse Annuity.” The balance of your Account remaining after paying the Surviving Spouse Annuity will be paid to your designated Beneficiary in a lump sum. Your surviving spouse may elect to receive the

Surviving Spouse Annuity, as well as any other benefit for which your surviving spouse is the Beneficiary, in any of the distribution forms that you could have elected for distribution of your benefits herein other than a Joint & Survivor Annuity. Such election must be made in writing and witnessed by a notary public.

You and your spouse can waive the Surviving Spouse Annuity in favor of a specifically designated beneficiary. If you do so, your spouse's portion of the annuity benefits will be paid to the designated beneficiary in a lump sum. Please contact Prudential to find out how to waive the Surviving Spouse Annuity.

You must designate a Beneficiary in writing on a form provided by Prudential and delivered to Prudential. Any consent by a spouse is effective only with respect to that spouse and the specified Beneficiary.

You may revoke a prior waiver of the Surviving Spouse Annuity at any time during your lifetime without the consent of your spouse. There is no limitation on the number of revocations. A spouse who has consented to your waiver of the Surviving Spouse Annuity and to the designation of another Beneficiary may revoke such consent only with your permission.

Unmarried Participants

If you are not married, you may designate anyone to receive your benefit should you die before applying for your benefit. Your designated Beneficiary will receive the benefit payment in a lump sum.

If no Beneficiary is designated, or if the designated Beneficiary dies before you or cannot be located, your benefit will be paid to the following persons in the following order of priority: (a) your surviving children in equal shares; (b) your surviving parent(s) in equal shares; or (c) your estate.

VIII. ROLLOVER CONTRIBUTION ACCOUNT AND TRANSFER ACCOUNT

The following special rules apply to a Rollover Contribution Account or Transfer Account.

Rollover Contribution Account

You may elect to take a distribution of all or a portion of the balance of your Rollover Contribution Account, if any, upon severance of employment or retirement. Your distribution can be in a lump sum or in any other optional form available. Your spouse must consent to your taking a distribution and to the form of distribution. For distribution purposes, the balance of your Rollover Contribution Account is determined as of the day on which the distribution is made or begins.

Distribution from your Rollover Contribution Account is made to you, except to the extent the distribution constitutes an eligible rollover distribution and you elect to have the distribution made directly to an eligible retirement plan that you select.

You should designate a Beneficiary to receive the balance of your Rollover Contribution Account by completing and filing the appropriate form with Prudential. Spousal consent to a non-spouse Beneficiary is required.

Transfer Account

You may elect to take a distribution of all or a portion of the balance of your Transfer Account, if any, at any time and in any form permitted by the plan from which the transfer was made. Any distribution made as a lump sum or as installments over less than 10 years may be directly rolled over to an eligible retirement plan. For distribution purposes, the balance of your Transfer Account is determined as of the day on which the distribution is made or begins.

You should designate a Beneficiary to receive the balance of your Transfer Account by completing and filing the appropriate form with Prudential. The rules for designating a Beneficiary, such as the need to obtain spousal consent to a non-spouse Beneficiary, will be those which applied under the plan from which the transfer was made. Accounts transferred from other annuity funds will be subject to the spousal consent requirements.

IX. APPLYING FOR BENEFITS

Filing An Application

In order to receive payment of a benefit, you must fill out an application and return the completed application to Prudential. Your application will be considered submitted only when all of the necessary information is received by Prudential and approved by the Fund Office. When you are ready to receive your benefit, you should contact Prudential. You will be provided with an explanation of the forms of payment that you can elect and their relative values, your right to defer receipt of benefits and the consequences of not doing so, and the rights of your spouse. Prudential will also provide you with an application form on which elections and spousal consent can be made. Generally, this information and the application form must be provided to you at least 30 days (but not more than 180 days) prior to the commencement of benefit payments. Your completed application, including any elections you wish to make as to the form and commencement of benefit payments and any required notarized spousal consent to your elections, must be returned to Prudential no more than 180 nor less than 30 days before the first benefit payment. You may waive the 30-day period as long as you receive the information noted above at least seven days before the date of your waiver. In this case, your benefit payments will commence within a reasonable time after your completed application is received.

Claims and Appeals

Your application is sometimes referred to as a “claim” for benefits. A claim also includes a claim to enforce your rights under the Plan, or for clarification with respect to rights to future benefits. You may designate in writing an authorized representative to pursue a claim on your behalf. (The term “you” includes your Beneficiary.) Claims are processed as soon as administratively feasible. All claims must be made in writing and must set forth the basis of the claim. If your claim is denied, in whole or in part, you will receive a written notice of the denial within 90 days after the date the claim is received unless special circumstances require further time to make a decision on your claim. If further time is needed, an extension of an additional 90 days may be taken to make a determination. In that event you will be notified before the end of the initial 90 day notification period of the reasons for the extension and the date a decision is expected to be made. An extension of the time to decide your claim may also be necessary if the Fund needs further information from you. In this case, the time in which the Fund must decide your claim is extended to add the period between the date on which the Fund notified you of the missing information and the date on which the information was

provided.

If your claim is denied, the written notice of denial will describe (1) the specific reason or reasons for the denial, (2) the provisions of the Fund's documents on which the determination is based, (3) any additional information or material required to perfect the claim and an explanation as to why it is necessary, (4) the procedures and deadline for filing an appeal, and (5) a statement of your right to bring a lawsuit, and the time in which to do so, under Section 502(a) of ERISA. If no decision is rendered within the period allotted, then your claim is deemed to be denied.

If you wish to appeal the denial of your claim, you must do so within 60 days of the date you receive the denial notice. If your claim is deemed denied then you must file your appeal within 60 days from the date it was deemed denied. Failure to file a request for review within this 60-day period will constitute a waiver of the right to review of the decision and such decision will be final and binding upon all parties. Requests for appeal must be made in writing and sent to the Fund Office for transmittal to the Board of Trustees. Your appeal should state in clear and concise terms the reason(s) for disputing the denial and also should include written comments, documents, records and any other information that would help support your claim. You may review documents, records and other information relevant to your claim (regardless of whether such information was relied upon in making the initial decision on your claim). You will be provided, upon request and free of charge, reasonable access to and copies of all documents, records and other information which are in the possession of the Fund, and which are relevant to the claim. In reaching a decision on the appeal, the Board Trustees will consider all issues, comments, documents, records and other information submitted by you or your representative, without regard to whether such information was submitted or considered in the initial decision on your claim.

A decision on your appeal will be made by the Board of Trustees at the next regularly scheduled meeting following the receipt of the appeal if your appeal was received at least 30 days before the meeting. Otherwise, a decision on your appeal will be made at the second regularly scheduled meeting of the Board of Trustees following the receipt of your appeal. If special circumstances require an extension of this time, you will be notified of

the reasons for the extension, and a final decision will be made no later than the third regularly scheduled meeting of the Board of Trustees following the receipt of your appeal. If an extension is required because the Board of Trustees requires additional information from you, the time for making a decision on your appeal will be tolled from the date an extension notice is sent to you until the date you respond to the Board of Trustee's request for information, or the time to provide additional information has ended.

You will be notified in writing within 5 days after the Board of Trustees has made a decision with respect to your appeal. If the decision by the Board of Trustees is adverse, the notice will include (1) the specific reason(s) for the decision, (2) reference to the provisions of the documents on which the determination is based (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim and (4) a statement of your rights to bring a civil action under ERISA Section 502(a)

All decisions by the Board of Trustees are final and binding on all parties.

Limit On Legal Actions

No lawsuit for benefits may be commenced by you against the Fund (or the Trustees or any of their agents) until the procedures above are completed and the claim and appeal process has been exhausted. Any lawsuit or other proceeding for benefits must be brought within the earlier of (i) the date that the one-year period of limitations would commence under applicable law, (ii) the date as of which the claimant knew or should have known that s/he would not receive an amount claimed under the plan, or (iii) the date on which the claimant fully exhausted all of the Fund's administrative remedies.

X. OTHER MATTERS

Overpayments

If you or your Beneficiary receives any payment in excess of the amount which you/(s)he is entitled to receive (including, without limitation, due to mistake of fact or law, reliance on false or fraudulent statements, information or proof submitted by a claimant, or continuation of payments after the death of a Participant or a Beneficiary) ("Excess

Payments”), you or your Beneficiary shall be obligated to repay such Excess Payments upon receipt of a written notice from the Fund requesting such payment.

The Fund shall have full authority, in its sole discretion, to recover the amount of any Excess Payments (plus interest and costs) paid to anyone. Such authority (either individually or in combination) shall include, but shall not be limited to, the right to:

- Seek the Excess Payment in a lump sum from such individual;
- Reduce future benefits payable to the individual who received the overpayment;
- Reduce future benefits payable to a Beneficiary who is, or may become, entitled to receive payments from the Fund; and
- Initiate legal action or take such other action as may be necessary or appropriate to recover any overpayment (plus interest and costs).

Trustees’ Authority and Discretion

The Board of Trustees has the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret this SPD, the provisions of the Plan, the Fund and any other applicable documents. The Trustees also have the exclusive right, power, and authority to decide all matters arising in connection with the operation or administration of the Plan, the Fund or the Trust.

Without limiting the generality of the foregoing, the Board of Trustees shall have the sole and absolute discretionary authority to:

- Take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable;
- Decide questions, including legal or factual questions, relating to the calculation and payment of benefits;
- Formulate, interpret and apply rules, regulations and policies necessary to administer the Fund, the Trust, and the Plan in accordance with their terms;
- Interpret the provisions of all applicable documents, including this SPD, the Plan, any CBAs, the Trust Agreement and any other document or instrument involving or impacting the Fund, the Trust, or the Plan;

- Resolve and or clarify any ambiguities, inconsistencies and omissions arising under the Fund, the Plan and other related documents, including, but not limited to this SPD, the Plan, the Trust Agreement or other documents;
- Process and approve or deny benefit claims and rule on any benefit exclusions; and
- Determine the standard of proof required in any case.

All determinations and interpretations made by the Board of Trustees shall be final and binding upon all Participants, Beneficiaries, any other individuals claiming benefits, employers, and the Union, and shall be given deference in all courts of law to the greatest extent allowable by applicable law. The Board of Trustees may delegate any other such duties or powers as they deem necessary to carry out the administration of the Plan and the Fund. Anyone who is designated and empowered by the Trustees to act on their behalf shall have the same rights and authorities of the Trustees listed above.

At the request of the Board of Trustees, you, your beneficiary or your spouse must provide any information or proof required for the administration of the Fund or for the determination of any matter before the Board of Trustees, such as eligibility for benefits. Failure to provide such information promptly and in good faith may result in a delay in the payment of benefits. The falsity of any statement material to an application for benefits, or the furnishing of fraudulent information or proof, may result in a delay in the payment of benefits or in the suspension of benefit payments. The Board of Trustees has the right to recover any erroneous benefit payments.

Amendment or Termination of the Fund

The Board of Trustees may amend, modify or terminate the Fund or the Plan at any time in accordance with the Fund and Plan documents and applicable law. In the event the Fund is terminated, in whole or in part, your benefit shall remain fully vested. If the Fund terminates, administrative expenses will be paid and individual accounts will be distributed to all Participants in accordance with the terms of the Fund. This Fund is a defined contribution profit sharing plan. Such a fund does not have termination insurance under the Pension Benefit Guaranty Corporation.

Agent For Service of Legal Process

Service of legal process may be made upon a Trustee or to the Fund Office at the addresses listed below under Administrative Information.

Collective Bargaining Agreements

The Fund is maintained pursuant to CBAs between the Union or the Fund and contributing employers. A copy of the CBA which applies to you may be obtained upon your written request and is available, upon request, for examination.

XI. YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT

ERISA provides you with certain legal rights and protections. Under ERISA, you are entitled to receive information about the Fund and its benefits. You may:

- Examine, without charge, at the Fund Office, all documents governing the operation of the Fund including the Plan, your CBA, and copies of the latest annual report (Form 5500 Series) filed 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 Fund Office, copies of documents governing the operation of the Fund including the Plan, your CBA, and copies of the latest annual report (Form 5500 Series) and the SPD. You may have to pay a reasonable charge for the copies,
- Receive the Fund's annual funding notice. By law a Participant is required to receive a copy of the annual funding notice, and
- Obtain, upon written request, a complete list of employers sponsoring the Fund and/or information as to whether a particular employer or union is a sponsor of the Fund.

Prudent Action by Fiduciaries

In addition to creating rights, ERISA imposes duties upon the people who are responsible for the operation of the Fund. The people who operate the Fund, the Board of Trustees (sometimes called “fiduciaries”), have a duty to do so prudently and in the interest of you and other Participants and Beneficiaries. No one, including your employer, the 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 Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of documents you are entitled to, or the latest annual report from the Fund Office, and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of a reason beyond the control of the Administrator.

If you have a claim for a benefit which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. In either case, you must first file an appeal with the Board of Trustees (in accordance with the claims procedures described in this SPD). If it should happen that fiduciaries misuse the Fund’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay the 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 the Fund, you should contact Prudential or the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents, you can contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor,
200 Consultation Avenue, N.W.
Washington, DC 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.

XIII. ADMINISTRATIVE INFORMATION

NAME	Local 812 Annuity Fund
EMPLOYER IDENTIFICATION NUMBER:	87-4819968
PLAN NUMBER:	001
TYPE OF FUND:	Defined Contribution
FISCAL YEAR	January 1 - December 31
FINANCING:	Payments made by Employers to a Trust which is governed by a Trust Agreement.
SPONSOR AND ADMINISTRATOR:	Board of Trustees of the Local 812 Annuity Fund 445 Northern Boulevard, Suite 30 Great Neck, New York 11021
RECORDKEEPER	Prudential Retirement 280 Trumbell Street, H07E Hartford, Connecticut 06103
EFFECTIVE DATE	January 1, 2022
UNION APPOINTED TRUSTEES:	EMPLOYER APPOINTED TRUSTEES:
Joseph G Vitta Teamsters Local 812 445 Northern Boulevard Great Neck, New York 11021	Rod Brayman Local 812 Annuity Fund 445 Northern Boulevard Great Neck, New York 11021
John Visconti Teamsters Local 812 445 Northern Boulevard Great Neck, New York 11021	Lawrence Dietrich Local 812 Annuity Fund 445 Northern Boulevard Great Neck, New York 11021
Mark Pooler Teamsters Local 812 445 Northern Boulevard Great Neck, New York 11021	Michael Lorenca Local 812 Annuity Fund 445 Northern Boulevard Great Neck, New York 11021