



Direct Advisors Plan and Trust Summary Plan Description

The Direct Advisors Trust has been established by your Employer in order to provide qualified health and welfare benefits to eligible Employees. For details concerning the types of benefits which are provided under this Plan, refer to the information schedule attached to this Summary Plan Description (SPD). All information contained in the information schedule, including the information provided in the SPD for each of the Component Benefits described in the information schedule are incorporated into and made a part of this informational document. This SPD also contains other important information concerning the Plan such as the way it works, certain conditions for eligibility, and rights which you may have under applicable federal laws in order to enjoy and protect these benefits.

Please review this SPD for information about the Plan and the benefits provided including eligibility, procedures, and your rights.

This Plan and the accompanying Trust is recognized as exempt under §501(c)(9) of the Internal Revenue Code.

Where there is a conflict between information contained in this SPD and the Plan and Trust, the Plan and Trust agreement shall control. In addition, if there is a conflict between an insurance contract and either this Plan or the Trust, the insurance contract will control.

Operation of the Plan

This Plan is designed to receive employer contributions to be used to provide welfare benefits on your behalf.

Employer contributions may be made directly to this Plan and Trust or may be made by the Employer to the Direct Advisors Escrow Trust which will, in turn, provide available funds to this Plan and Trust to provide the welfare benefits and pay administrative expenses. The amount of such contributions is generally determined on the basis of fringe benefit contribution requirements, which are based upon prevailing wage benefit supplement requirements of the Davis Bacon Act, Service Contract Act, or applicable state prevailing wage law.

Eligibility

When do I become eligible?

You generally become eligible under this Plan when you have completed an hour of service under a contract which is covered by the Davis-Bacon Act (federal prevailing wage law) or other prevailing wage laws. Your eligibility with respect to the benefits provided under the Component Benefits would be determined pursuant to those plans. Refer to the SPD for more information about the Component Benefits.

Questions?

Email
trust@directadvisors.com
or call
(866) 796-1173

Are any individuals excluded from participation?

The following persons are ineligible to participate in the Plan:

- Employees of participating Employers who have not adopted the Plan;
- Leased Employees (within the meaning of Code §414(n));
- Persons engaged by the Employer or a participating Employer as independent contractors, regardless of any reclassification of such persons as common law Employees of the Employer or participating Employer by any governmental agency or instrumentality for any purpose.

When does participation begin?

You become a Participant under this Plan when you have completed an hour of service under a contract which is covered by the Davis-Bacon Act (federal prevailing wage law) or other prevailing wage laws.

When am I no longer eligible?

For the purpose of receiving Employer contributions of prevailing wage fringe benefit amounts, your participation in the Plan will generally end upon your termination of employment or the termination of the Plan. Your eligibility for benefits under the Plan will generally end at the same time. However, certain benefits that may be available to you with respect to your employment before the time you terminate may be provided on your behalf or paid to you after your actual termination of employment; in that case, your participation in the Plan will end when your Plan account no longer has any remaining funds, upon your death, or if the Plan is terminated.

Do I have to tell the Plan Administrator about new employment?

If you are receiving supplemental unemployment benefits, you have an obligation to inform the Plan Administrator that you have become employed by anyone other than the Employer. If the Plan Administrator determines that you have received benefits you are not entitled to under the terms of the Plan, you will be required to pay the Plan back with interest.

What happens if I take unpaid leave under FMLA or USERRA?

If you take an unpaid leave of absence under the Family Medical Leave Act (FMLA), you may be able to continue to receive certain benefits by making required contributions under the applicable component benefit. However, since you will not be performing services giving rise to contribution requirements under this Plan, contributions will not be made on your behalf to this Plan. You should review the SPD for each component benefit in order to understand your rights under FMLA. Also, if you take a leave under the Uniformed Services Employment and Reemployment Act (USERRA), certain continuation rights may also apply to you under some of the Component Benefits. However, since you will no longer be performing services giving rise to Employer contributions under this Plan, the benefits under this Plan will cease. You should be certain to review each of the SPDs for those Plans in order to more fully understand your eligibility for benefits.

What if I leave the company?

If you have a plan account balance when you leave employment, your account will be forfeited and used to pay plan expenses and/or reallocated to the accounts of the remaining Participants.

What happens if I die?

You may designate a beneficiary to receive contributions paid to your Plan account at your death that have not been allocated to pay for Component Benefit benefits. If no designated beneficiary survives you, the value of your account will be paid to his/her estate.

A beneficiary form can be found online under the bulletins section of your account. Once completed, please keep a copy for your records and send the form to Direct Advisors using one of the following options:

- Electronically through secure email by going to <https://directadvisors.dropsecure.com/send/trust>
- Fax: (518) 207-9041
- Mail: Direct Advisors, 14 Plaza Drive, Suite 102, Latham, NY 12110

Contributions and Funding

Employer Contributions

The Plan will be funded by Employer contributions. The amount of such contributions are generally determined on the basis of fringe benefit contribution requirements, which are based upon prevailing wage benefit supplement requirements of the Davis Bacon Act, Service Contract Act, or applicable state prevailing wage law. Employer contributions may be made directly to the Plan by the Employer or made to the Direct Advisors Escrow Trust and allocated to the Plan by the Plan Administrator. Except to the extent specifically provided to the contrary below, any contribution made by the Employer shall be allocated to Employees on an individual basis based upon applicable prevailing wage laws and shall be used to provide benefits for such Employee under this Plan.

Plan Accounts

The Plan Administrator will allocate Employer contributions to an individual plan account for each Participant based on the prevailing wage fringe benefit supplements of the eligible Employee and the Component Benefits to be provided. Refer to the separate SPDs for each of the selected Component Benefits for more information. Those SPDs are considered part of this Summary Plan Description.

Component Benefits

The Employer has designated the following plans or programs as Component Benefits and benefits which may be provided under this Plan:

If the funds available in the Direct Advisors Escrow Trust for your benefits are not sufficient to pay for the benefits selected when due, the amounts available shall be applied to the extent sufficient based on the stated priority and to the extent that the Participant has earned prevailing wage fringe benefits that have not been paid in cash or benefits:

Supplemental Unemployment Benefits

Maximum Length of Benefits: 26 weeks. Benefits will terminate at the earliest of (a) the date you obtain other employment, (b) the date your account has been exhausted, or (c) the date the maximum period of benefits ends.

Benefit Amount: The average weekly wages earned by Employees in the same primary job classification (based upon prior year's third quarter average hours multiplied by the hourly prevailing rate for the classification). The weekly benefit amount will be reduced by any payment of wages or paid time off made to the Participant by the Employer for that week.

Contributions may be made to the Plan to fund supplemental unemployment benefits. Upon involuntary termination of employment and subject to the satisfaction of conditions for eligibility, the benefits shall, to the extent of funds available for this purpose, be paid to you on a weekly basis. Additional information for this Plan has been provided to you in the SPD, employee handbook, or benefit description material provided to you for this plan by the Employer. You should be certain to review the SPD or other materials for any special rights which you have.

Funding

Benefits under the Plan are paid from a voluntary Employees' beneficiary association, a type of trust that is intended to be tax exempt under section 501(c)(9) of the Internal Revenue Code.

Can the Plan assets be used for any other purpose?

No part of the Plan contributions or the income earned on those contributions can be used for, or diverted to, any purpose other than the providing of the benefits and additional cash compensation described in above and the payment of necessary or appropriate expenses of administration at any time before the satisfaction of all liabilities with respect to Employees under the Plan.

General Information

Name of Employer	New Enterprise Stone & Lime Co., Inc.
Address	P.O Box 77, 3912 Brumbaugh Road New Enterprise PA, 16664-0077
Phone Number	(814) 224-6886
Plan Administrator	Employer

The Plan Administrator is responsible for the management, operation, and administration of the Plan. In exercising its responsibilities, it has the authority and discretion to interpret and to decide all questions concerning the Plan, including interpreting the Plan and construing and missing or ambiguous provisions. Determining any questions of fact and/or law; determining whether any individual is eligible for benefits under this Plan; and determining the amount of benefits, if any, an individual is entitled to under this Plan. The Plan Administrator's decision is binding upon any individual claiming benefits under this Plan; be entitled to deference upon review by any court, agency, or other entity empowered to review the Plan Administrator's decisions, to the fullest extent permitted by law; and not be overturned or set aside on such review, unless an abuse of discretion has been found because the actions were arbitrary and capricious or made in bad faith.

The Plan Administrator may be contacted at the address and telephone number of the Employer.

Plan Name	New Enterprise Stone & Lime Company, Inc. Supplemental Unemployment Benefits Plan
Plan EIN	23-1374051
Plan Year	12/31
Plan Trustee	Chemung Canal Trust Company One Chemung Canal Plaza Elmira, NY 14901
Party for Submission of Claims and Appeals	Plan Administrator (see above)
Third-Party Administrator	Direct Advisors, a division of HUB Retirement and Wealth Management 14 Plaza Drive, Suite 102 Latham, NY 12110
Agent for Service of Legal Process	Plan Administrator

Service of legal process may also be made upon the Plan Trustee and/or the Plan Administrator.

Additional Information Concerning the Plan

How do I make claims?

Generally, claims for benefits should be submitted to the insurance company or provider which provides the benefits (“Component Benefits”) under the Plan. For certain of the Component Benefits, claims should be submitted to the Employer for payment of benefits which are paid directly from the Plan. For further information concerning where to submit the claims, please contact the Plan Administrator as set forth in the identification schedule.

What should I do, and do I have any rights, if my claim is denied?

Generally, each Component Benefit will have a procedure which provides for a review of claims which have been denied by the Administrator. See the SPD for the Component Benefit for a description of those procedures.

Under this Plan, the initial application for benefits should be submitted to the Plan Administrator within ninety (90) days of eligibility for payment or distribution of the benefit. If the application for benefits is denied, in whole or in part, you will be given notice stating the reason for the denial, specifying the Plan provisions upon which the denial is based, and informing you of any additional information needed for further consideration of your claim. It will also contain information concerning review procedures provided under the Plan. Normally, a decision will be made within ninety (90) days (absent special circumstances). If special circumstances require an extension, you will be informed of the extension prior to the expiration of the initial 90-day period, the reason why the extension was needed, and the date by which the decision will be provided.

The Plan Administrator will provide you with a written or electronic notification of any adverse benefit decision. The notification will state, in a manner calculated to be understood by you:

- The specific reason(s) for the adverse determination;
- Reference to the specific Plan provisions on which the determination is based;
- A description of any additional material or information necessary for you to complete the claim and an explanation as to why such material or information is needed;
- A description of the Plan’s review procedures and time limits (including a statement of your rights to bring a civil suit under Section 502(a) of ERISA following an adverse benefit determination on review, where applicable).

If you disagree with a denial, you will have sixty (60) days in which to request a review, in writing to the administrative committee. Your request for review should be submitted in writing and state the reasons for your disagreement. You or your representative may review pertinent documents and submit issues and comments in writing. The Plan Administrator will review your claim promptly and will generally provide its decision to you within sixty (60) days (absent special circumstances). If special circumstances require an extension, you will be notified. The decision will include a statement of the reasons for the denial as well as the references to pertinent plan provisions. The determination by the Administrator is final and binding.

Note: For special claims, review procedures relating to claims for benefits under any Component Benefit providing health insurance coverage (if any), please review the SPD for that Component Benefit. Special review procedures may be available to you.

Can the Plan be terminated or changed?

Yes, the Employer has reserved the right to amend, modify, or terminate the Plan at any time.

Status of Employment Relations

The adoption and maintenance of the Plan shall not be deemed to constitute a contract between the Employer and its Employees or to be consideration for, or an inducement or condition of, the employment of any person. Nothing herein contained shall be deemed (a) to give to any Employee the right to be retained in the employ of the Employer; (b) to affect the right of the Employer or any

related or participating Employer to discipline or discharge any Employee at any time; (c) to give the Employer the right to require any Employee to remain in its employ; or (d) to affect any Employee's right to terminate employment at any time.

No Contractual Rights to Benefits

No Employee, or spouse or dependent, or other claimant shall have any contractual right to benefits under the Plan which interferes with the right to amend terminate the Plan. THE EMPLOYER MAKES NO PROMISE TO CONTINUE PLAN BENEFITS IN THE FUTURE AND RIGHTS TO FUTURE BENEFITS WILL NEVER VEST.

Do I have any special rights?

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

Receive Information about Your Plan and Benefit

- Examine without charge, at the Plan Administrator's office, all documents governing the Plan, including a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

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 Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including the Employer 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 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 materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in 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 the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area 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, 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.