

**SUMMARY PLAN DESCRIPTION
FOR
PLUMBING AND PIPE FITTING INDUSTRY
LOCAL 219 ANNUITY PLAN**



May 1, 2014

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INTRODUCTION

This document has been prepared to provide you with the information required to become familiar with the pension benefits provided by The Plumbing and Pipe Fitting Industry Local 219 Annuity Plan and to familiarize you with the manner in which the Fund is administered.

The Fund is established and maintained pursuant to a Collective Bargaining Agreement between Local No. 219 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the Mechanical Contractors Association of Akron, Ohio, Inc. and other Employers and is conducted so as to meet the requirements of the Employee Retirement Income Security Act of 1974, frequently referred to as ERISA, and the Internal Revenue Code.

The Fund is administered by a Joint Board of Trustees, half of whom are union-elected trustees and the other half are employer-appointed trustees. The current members of the Board of Trustees are:

Union Trustees

Mr. Jim Swenberg
Plumbers & Pipefitters Local 219
644 East Tallmadge Avenue
Akron, OH 44310

Mr. Al Jenkins
3010 Medina Line Road
Norton, OH 44203

Mr. Greg R. McMillen
4346 Brookview Court
Uniontown, Ohio 44685

Management Trustees

Mr. John Kerr
Temperature Control Co.
P.O. Box 7665
Akron, OH 44306

Mr. Stan Bassak, Jr.
Bassak Bros., Inc.
P.O. Box 698
Akron, OH 44309

Aaron Hall
Mechanical Contractors Association
2181 Akron Peninsula Road
Akron, Ohio 44313

NOTE: This document is a summary of the Annuity Plan. If there is any discrepancy between the provisions of this document and the Plan itself, the Plan will control.

DEFINITIONS

1. "Association" means The Mechanical Contractors Association of Akron, Ohio, Inc.
2. "Collective bargaining agreement" shall mean the collective bargaining agreement currently effective and in force between the Union and the Association and as it may be subsequently renewed and amended from time to time in accordance with its terms, including any written agreements executed by the Union, the Association, and any affiliated Employer organizations obligating same to make contributions to the Trust Fund on behalf of their Employees or any written agreement between the Trustees and any Employer which provides for the contributions to the Trust Fund. See Appendix A attached hereto.
3. The words "Disability Retirement Date" mean the first day of the month after the Administrative Manager, subject to the Trustees approval, has determined that a Participant's incapacity is a Disability.
4. The words "Early Retirement Date" mean the first day of the month coinciding with or next following the date of a Participant's termination of employment on or after the date he attains age 55 and before he attains his Normal Retirement Age.
5. "Employee" means:
 - (a) any employee of an Employer whose terms and conditions of employment are subject to the Collective Bargaining Agreement and who performs at least 50% of his work under the Collective Bargaining Agreement and is called "Collectively Bargained Employees"; or
 - (b) any employee of the Union and/or employee of the Local 219 Apprenticeship Fund who is a former Collectively Bargained Employees, subject to limitations, and is called "Bargaining Unit Alumni" and "Non-Collectively Bargained Employees." These employees' participation in the Plan is permitted only if the Plan does not treat these employees more favorably than similarly situated Collectively Bargained Employees and the Non-Collectively Bargained Employees do not make up more than 5% of the Participants in the Plan; or
 - (c) any employee of the Union and/or employee of the Local 219 Apprenticeship Fund who is not bargaining unit alumni and who is not covered under a Collective Bargaining Agreement in which pension benefits was a subject of bargaining and is not highly compensated, subject to limitations, and is called "Non-Collectively Bargained Employees." These Non-Collectively Bargained Employees cannot make up more than 5% of the Participants in the Plan.
6. "Employer" means any employer, including the Union and Local 219 Apprenticeship Fund, in the plumbing and pipe fitting industry that contributes to the Plan on behalf of an Employee.
7. "Hours of Service" means:

(A) An Employee shall be credited with an Hour of Service for each hour for which the Employee is directly or indirectly paid, or entitled to payment, by the Employer or an affiliated Employer for the performance of duties, and for each hour for which the Employee is directly or indirectly paid, or entitled to such payment, by the Employer or an affiliated Employer for reasons other than for the performance of duties irrespective of whether the employment relationship has terminated (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty or leave of absence) during the applicable computation period. These hours shall include overtime hours, but credit is required to be given only for the hours actually worked irrespective of any increase in the rate of pay for such hours.

(B) An Employee shall be credited with an Hour of Service for which back pay has been awarded or agreed to by the Employer. These Hours shall be credited to the Employee for the period or periods to which the award, agreement or payment pertains. The Hours to be credited will be determined without regard to the mitigation of damages for reasons such as the Employee's bad faith or receipt of compensation from other sources during the period wrongfully not employed.

(C) The number of Hours of Service in the Plan Year or other computation period for which they are to be credited shall be determined in accordance with the Department of Labor Regulations.

(D) Effective December 12, 1994, each hour for which an Employee is absent from work due to Military Service in the Armed Forces of the United States, as defined in definition number 8 below.

(E) Other than in the case of Military Service, as set forth in Section 7(D) above, (i) no more than 501 Hours of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period); (ii) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a Plan maintained solely for the purpose of complying with applicable worker's compensation, or unemployment compensation or disability insurance laws; and (iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

8. Effective December 12, 1994, the words "Military Service" shall mean any absence from work by reason of active duty in the Armed Forces of the United States. An Employee shall be given full credit for benefit accrual contributions, Hours of Service, participation, vesting, years of credited service and years of vesting service for time period, not to exceed five (5) years, in which he/she was absent from work due to military service.

(A) The five (5) year limitation indicated above shall not include any service:

(1) that is required beyond five (5) years to complete an initial period of obligated service;

(2) During which the individual was unable to obtain orders releasing him/her from service in the Uniformed Services before expiration of the five (5) year period, and such inability was through no fault of the individual;

(3) Performed as required pursuant to 10 U.S.C. 10147, under 32 U.S.C. 502(a) or 503, or to fulfill additional training requirements determined and certified in writing by the Secretary of the Military Department concerned to be necessary for professional development or for completion of skill training or retraining;

(4) Performed by a member of a Uniformed Service who is:

- (a) Ordered to or retained on active duty under sections 12301(a), 12301(g), 12302, 12304, 12305, or 688 of Title 10, United States Code, or under 14 U.S.C. 331, 332, 359, 360, 367, or 712;
- (b) Ordered to or retained on active duty (other than for training) under any provision of law during a war or during a national emergency declared by the President or the Congress;
- (c) Ordered to active duty (other than for training) in support, as determined by the Secretary of the Military Department concerned, of an operational mission for which personnel have been ordered to active duty under 10 U.S.C. 12304;
- (d) Ordered to active duty in support, as determined by the Secretary of the Military Department concerned, of a critical mission or requirement of the uniformed services; or
- (e) Called into Federal service as a member of the National Guard under Chapter 15 or under Section 12406 of Title 10, United States Code.

(B) Contributions shall be made for the above leave of absences, in compliance with 38 U.S.C. Section 4318, as amended, and any regulations promulgated thereunder or as determined by the Board of Trustees. The basis for determining the contributions would be the average hours reported monthly to the Fund over the lesser of thirty-six (36) months or the period of the Participant's participation immediately prior to Military Service.

(C) In order for an Employee to receive continuing benefits as outlined above, upon the completion of a period of service in the Uniformed Services, said Employee shall notify the respective Employer with advance written or verbal notice of such service. An Employee, upon the completion period of service in the uniformed services, shall notify the Employer, as referred to in such

subsection below, of the Employee's intent to return to a position of employment with such Employer as follows:

(1) In the case of a person whose period of service in the Uniformed Services was less than thirty one (31) days, by reporting to the Employer

(a) not later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and the expiration of eight (8) hours after a period allowing for the safe transportation of the Employee from the place of that service to the Employee's residence; or

(b) as soon as possible after the expiration of the eight (8) hour period referred to in clause (a), if reporting within the period referred to in such clause is impossible or unreasonable through no fault of the person.

(2) In the case of an Employee who is absent from a position of employment for a period of any length for the purposes of an examination to determine the Employee's fitness to perform service in the Uniformed Services, by reporting in the manner and time referred to in subparagraph (1).

(3) In the case of an Employee whose period of service in the Uniformed Services was for more than thirty (30) days but less than one hundred eighty one (181) days, by completing any appropriate paperwork with the Union and/or submitting an application for reemployment with the Employer not later than fourteen (14) days after the completion of the period of service or if submitting such application within such period is impossible or unreasonable through no fault of the Employee, the next first full calendar day when submission of such application becomes possible.

(4) In the case of an Employee whose period of service in the Uniformed Services was for more than one hundred eighty days (180) days, by submitting an application for reemployment with the Employer not later than ninety (90) days after the completion of the period of service.

(D) Furthermore, in order to restore the above annuity rights, the Employee must notify the Fund Office in writing, within sixty (60) days of his/her discharge, of his/her intent to return to work.

(E) Upon an Employee's honorable discharge from military service the Employee's eligibility status under the Plan will be restored to the status that existed when he/she entered military service, provided the Employee fulfills the notice and documentation requirements outlined above. In addition to said notices, the Employee shall also supply the Fund Office with copies of his/her

discharge papers showing the date of his/her induction or enlistment in military service and the date of his/her discharge. Failure on the part of the Employee to file such notice and documentation with the Fund Office may be deemed an indication that the Employee does not wish to restore his/her eligibility status under the Plan.

(F) A person who is hospitalized for, or convalescing from, an illness or injury incurred in, or aggravated during, the performance of service in the Uniformed Services shall, at the end of the period that is necessary for the person to recover from such illness or injury, report to the person's Employer (in the case of a person described in subparagraph (1) or (2) of paragraph (C) or submit an application for reemployment with such Employer (in the case of a person described in paragraph (3) or (4) of such paragraph). Except as provided in paragraph (G) below such period of recovery may not exceed two (2) years.

(G) Such two (2) year period shall be extended by the minimum time period to accommodate the circumstances beyond such person's control which make reporting within the period specified in subparagraph (C)(1)(a) impossible or unreasonable.

9. The words "Normal Retirement Age" shall mean the first day of the month coinciding with or next following your 62nd birthday.
10. The words "Normal Retirement Date" mean the first day of the month coinciding with or next following the date a Participant attains his Normal Retirement Age and terminates employment.
11. "Participant" means any person who becomes a Participant in this Plan pursuant to Article II herein. A person shall cease to be an active Participant upon his termination of employment. A person shall cease to be a Participant upon the complete distribution of all amounts credited to his accounts.
12. "Plan" means the Plumbing and Pipe Fitting Industry Local 219 Annuity Plan as originally executed, and as amended from time to time.
13. The term "Spouse" or "Eligible Spouse" shall mean the legal Spouse of the Participant at the time a Pre-Retirement Death Benefit is first payable or the legal Spouse of the Participant at the time the Participant commences receiving Retirement Benefits provided by this Plan. In addition to the foregoing, the term "spouse" includes any individuals who are lawfully married under any state law, including any individuals married to a person of the same gender who were legally married in a state that recognizes such marriages, but who are domiciled in a state that does not recognize such marriages. The term "marriage" as used in the preceding sentence, includes a same-gender marriage that is legally recognized as a marriage under any state law. Provided, however, the terms "spouse" and "marriage" do not include individuals in a formal relationship recognized by a state where that relationship is not designated a marriage under state law, such as a domestic partnership or a civil union, regardless of whether the spouses are same-gender or opposite-gender.

14. "Trust Agreement" means the Trust Agreement establishing the Plumbing and Pipe Fitting Industry Local 219 Annuity Trust Fund originally entered into on May 1, 1973, and as amended, which Trust Agreement forms a part of, and implements the provisions of this Plan.
15. "Trust Fund" means the Fund established and held pursuant to the Trust Agreement for the purpose of providing benefits hereunder.
16. "Union" means the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local Union No. 219 of the United States and Canada, AFL-CIO.

I. PLAN ADMINISTRATION

1.1 Plan Name and Address:

Plumbing and Pipe Fitting Industry
Local 219 Annuity Plan
c/o Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515
(330) 652-9821 or Toll Free (800) 435-2388

1.2 Plan Identification Numbers:

The Employer Identification Number assigned to the Board of Trustees is 51-0154940.
The Plan is further identified as Plan Number 001.

1.4 Type of Benefit Plan:

The Annuity Plan is referred to as a defined contribution plan. This means that the dollar amount of benefits provided is based on the amount of contributions paid by the employer(s) on behalf of the Participant. The exact dollar amount of the contribution is determined by the collective bargaining between the union(s) and employer(s). The level of benefits is determined by considering contribution income, general economic conditions and other factors affecting fund income and costs.

1.5 Administration of the Plan:

The Board of Trustees is responsible for the overall administration of the Plan. The day-to-day administration of the Plan has been delegated to the Administrative Manager, Compensation Programs of Ohio, Inc., 33 Fitch Boulevard, Austintown, Ohio 44515.

1.6 Plan Sponsor:

The Board of Trustees (representing the Employees covered under the Collective Bargaining Agreement with the United Association of Journeymen and Apprentices of the Plumbers and Pipe Fitting Industry Local Union No. 219 of the United States and Canada AFL-CIO and the Employers in the Industry) is the Plan Sponsor. A complete list of the Contributing Employers may be obtained by a written request to the Administrative Manager.

1.7 Record Keeper/Custodian

The present Record Keeper/Custodian of Plan Assets and Individual Accounts is:

PNC Institutional Investments

Mail Stop: B7-YB13-15-4
1900 East Ninth Street
Cleveland, Ohio 44114

[The Record Keeper and Custodian may be changed by the Trustees at any time. If a change is made, you will be notified]

1.8 Legal Service:

Service of legal papers may be made on the Administrative Manager or the Board of Trustees designated as follows:

Administrative Manager or Board of Trustees,
Plumbing & Pipefitting Industry Local 219 Annuity Plan
c/o Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515

1.9 Collective Bargaining Agreement:

The Union has executed a Collective Bargaining Agreement that may require Employers to make contributions into the Annuity Fund. Copies of the Collective Bargaining Agreement may be obtained from the Union at its office.

1.10 Sources of Contributions:

This Plan is funded through contributions by the employers on behalf of their employees, under the terms of a collective bargaining agreement, and by any investment income earned on a portion of the Plan's assets.

1.11 Funding Medium for the Accumulation of Plan Assets:

Assets are accumulated and benefits are provided by the Trust Fund. Most of the Plan's assets are invested by Participants pursuant to the Participant Directed Accounts program. The Plan's assets are currently invested in such program with PNC.

1.12 Plan Year and Financial Reports:

The Plan maintains its financial records on a fiscal year basis, commencing each May 1 and ending on April 30 (Plan Year). All governmental filings of a financial nature are reported on a Plan Year basis.

1.13 Plan Effective Dates:

The Plan was originally effective May 1, 1973. The most recent amendment and

restatement of the Plan was May 1, 2010.

1.14 Insurance:

Your retirement benefits under this defined contribution plan are not insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency; as such insurance is not required for defined contribution plans.

II. PARTICIPATION & ELIGIBILITY

2.1 Who may participate in the Plan?

Any Employee of an Employer who is covered under the Collective Bargaining Agreement, Employees of the Union, and certain other Employees who are no longer covered under the Collective Bargaining Agreement but are still members of the Union and continue to have contributions made to the Plan on their behalf may participate in the Plan. Throughout this Summary Plan Description, the term "Participant" and "you" may be used interchangeably.

2.2 When do I become a Participant in the Plan?

You become a Participant in the Plan when you complete at least one (1) Hour of Service and when an Employer is required to make contributions to the Plan on your behalf in accordance with the Collective Bargaining Agreement. The Administrative Manager will provide the Participant with an enrollment form when he/she first becomes a Participant.

2.3 When is termination of employment?

Termination of employment shall occur in either one of the following events:

- (A) The Participant retires from employment in the plumbing and pipe fitting industry within the Plan's geographical area; or
- (B) The Participant does not work for any Employer within the jurisdiction of the Plan for a continuous period lasting more than ninety (90) days.

2.4 What happens if a Participant begins working for an Employer after receiving a distribution as a result of termination of employment?

If you are subsequently hired as an Employee of an Employer that is required to make contributions to this Plan and are covered under a Collective Bargaining Agreement, you will be eligible to participate in the Plan as of the date on which the first contribution is made on your behalf to the Trust Fund following your reemployment.

III. CONTRIBUTIONS AND ALLOCATIONS

3.1 Who makes the contributions to my account?

Your Employer makes the contributions, as required under the Collective Bargaining Agreement, to the Fund Office. The Fund Office forwards these contributions to the Custodian/ Investment Manager for deposit to your account.

If you become employed outside the geographical area of this Plan for an Employer who participates in a trust fund that is a party to a reciprocal agreement with this Fund and you have completed an appropriate authorization form, contributions shall be transferred to this Fund on your behalf pursuant to such reciprocal agreement.

The account balances of Participants shall be fully vested and nonforfeitable at all times.

3.2 May I make "Rollover Contributions" to the Plan?

Yes. Effective June 1, 2013, this Plan shall accept eligible rollover distributions from another defined contribution plan (in the Plumbing and Pipefitting Industry), as that term is defined in Section 4.02(f) of the Internal Revenue Code of 1986. The eligible rollover distribution transferred to this Plan must be made on behalf of a participant in this Plan and must be transferred to the individual account of such participant in this Plan. In the event that the Plan Administrator determines that a rollover contribution to this Plan was an invalid rollover contribution, the amount of the invalid rollover contribution, plus any earnings and less any losses attributed to the contribution, shall be distributed to the Participant within a reasonable period of time after such determination.

3.3 How is the Employer's contribution to my account determined?

Your Employer will contribute an amount determined by the Collective Bargaining Agreement for each hour specified in the Collective Bargaining Agreement that you are paid for during that period. Except for military service, contributions shall be suspended while you are absent from employment because of an authorized leave of absence or layoff, until the day you complete at least one (1) Hour of Service for the Employer, at which time contributions on your behalf will automatically resume.

3.4 Is there a limit on the amount of contributions that may be allocated to my account?

The Internal Revenue Code provides that the "Annual Additions" allocated to your account, under this Plan and any other defined contribution plans maintained by the Employer for any year calculated as the twelve (12) consecutive months beginning on July 1st (Limitation Year) can not exceed the lesser of:

- (A) \$40,000 (as adjusted for increases in the cost of living under Section 4.15(d) of

the Code), or

(B) 100% of the Participant's Compensation, within the meaning of Section 4.15(c)(3) of the Code.

"Annual Additions" are the Employer contributions made to the Plan.

The application of this limitation may result in a reduced Employer contribution to your account in any given Limitation Year.

IV. PARTICIPANT DIRECTED ACCOUNTS

4.1 Do I have any control over the investment of my accounts?

Yes. The Trustees have established a Participant Directed Accounts Program which allows you to direct all or part of your individual account to be invested in the Funds established under this Program.

4.2 What investment options are provided under this Participant Directed Accounts Program?

The Trustees have selected several mutual funds which offer you the ability to direct your account in accordance with ERISA Section 404(c). The accounts that the Trustees have selected provide to you a wide diversification of investment choices. You will be advised when the Trustees make any changes in your investment options.

4.3 What happens if I do not direct the investment of my accounts under this Program?

If you do not direct the investment of your account, your account will be invested in a Qualified Default Investment Alternative. Generally, this will be a mutual fund that is a balanced fund (50% equities and 50% fixed income) or a fund that is targeted to your retirement date.

4.4 Do I share in income (or losses) from my investments?

Yes. At the end of each business day, the Investment Manager/Custodian will value each Investment Fund held by the Trust. You will receive your pro rata share of earnings (or loss) for each Investment Fund in which you participate.

4.5 What is a Valuation Date?

The term "Valuation Date" shall mean the date on which the assets of the Trust shall be valued, as provided for herein, with earnings or losses since the previous Valuation Date. Your individual account will be valued daily.

V. RETIREMENT DATES AND BENEFITS

5.1 What is my Normal Retirement Date?

Your Normal Retirement Date is the first day of the month coinciding with or next following your 62nd birthday and you have terminated employment.

5.2 May I work beyond my Normal Retirement Date?

Employer contributions will continue to be made and any investment earnings of the Trust Fund shall commence to be distributed to you on such date on or after your retirement but no later than April 1st following the calendar year in which you attain age 70-1/2 unless you continue to be employed by an Employer and contributions are being made to the Plan on your behalf. In that event, distribution must commence no later than April 1st of the year following the cessation of such employment.

5.3 May I take Early Retirement prior to my Normal Retirement Date?

Yes. You may elect to take Early Retirement on the first day of any month on or after your 55th birthday and you have terminated employment.

5.4 What happens if I am disabled before retirement?

After satisfactory proof of your disability has been shown, you will be eligible to receive a Disability Benefit pursuant to Section 6.1 below.

5.5 What does Disability mean?

A disability exists when you suffer a bodily injury or disease that renders you wholly unable to engage in any occupation or employment for wage or profit and which is expected to be permanent and continuous during the remainder of your life. The Administrative Manager will determine if you are eligible for any Disability Benefit, subject to the advice of a competent medical authority and the approval of the Trustees.

5.6 What happens if I terminate my employment prior to retirement?

If you terminate your employment prior to retirement and you have not worked for any Employer(s) within the jurisdiction of the Plan for more than ninety (90) days, you will be eligible to receive benefits pursuant to Section 6.1 below.

VI. PAYMENT OF BENEFITS

6.1 How are my retirement benefits paid to me?

Retirement benefits shall be payable in accordance with one of the following methods:

(A) Single Participants: If you are not legally married on the date you are entitled to commence benefit payments, you will automatically receive a life annuity from the Plan unless you elect to have your benefits paid to you in one of the following methods:

- (1) In a lump-sum payment;
- (2) Non-periodic installments so long as permitted under Section 5.2 above;
- (3) In nearly equal installments payable from the Trust Fund over a specified period of years to you, or if you die prior to the completion of these installments, to your beneficiary (so long as such a distribution is in compliance with applicable law and IRS regulations regarding minimum distribution(s) and/or incidental benefits)
- (4) On a joint and survivor annuity basis under an annuity contract issued on behalf of the joint life of you and your designated beneficiary.

(B) Married Participants: If you are legally married on the date you are entitled to commence benefit payments, your account balances will be distributed in the form of a Qualified Joint and Survivor Annuity. This means that upon your death, your surviving spouse shall receive fifty percent (50%) of the monthly benefit you were receiving prior to your death. Alternatively, you may elect a Joint and Survivor 50%, 66 2/3%, 75% or 100% Survivor Annuity, which would provide you with a lower monthly benefit, but with a larger percentage of your original benefit continuing to your spouse upon your death. However, with your Spouse's written consent, you may also select one of the options available to a single Participant described in Section 6.1(A) above.

Any election to waive the Qualified Joint and Survivor Annuity Benefit will not take effect unless one of the following conditions is satisfied:

- (A) Your spouse consents in writing to such election, and your spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or a notary public.
- (B) It is established to the satisfaction of a Plan representative that the consent required under (A) above cannot be obtained because you have no spouse, because your spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe.

Any election to waive the Qualified Joint and Survivor Annuity must occur during an election period of and no less than thirty (30) and no more than ninety (90) days before a benefit is to commence. The Fund Office will provide the Participant and his/her

spouse a written explanation of the following: (1) the terms and conditions of the Qualified Joint & Survivor; and (2) the Participant's right to make, and the effect of, an election to waive the Qualified Joint & Survivor Annuity; and (3) the right of the Participant's spouse to consent to any election to waive the Qualified Joint and Survivor Annuity; and (4) the right of the Participant to revoke such an election and the effect of such replication. Once the benefits commence, however, no changes in election may be made. Furthermore, the Participant with his spouse's consent, may elect to waive the thirty (30) day notice requirement and elect to commence benefits under the Plan if at least more than seven (7) days has passed since the Explanation of Benefits has been provided to them.

Any consent given by your spouse for the waiver of the Qualified Joint and Survivor Annuity form of payment does not constitute a waiver by any other spouse you may have, and the consent will be deemed automatically revoked in the event you remarry.

(C) Lump Sum Payments

1. If the benefit payable at the date of distribution is equal to or less than (i) \$5,000 or such other amount as may be prescribed by the Secretary of Treasury for distributions before March 28, 2005 or (ii) \$1,000 for distributions occurring on or after March 28, 2005, the Board of Trustees shall direct that such amount be paid in a lump sum to such terminated or retiring Participant.
2. Optional Cash-Out of Accrued Benefit. Effective for distributions on and after March 28, 2005, if the Participant's vested Benefit at the date of distribution exceeds one thousand dollars (\$1,000.00) but does not exceed the amount permitted to be cashed out without consent by Section 417(e) of the Code, the Participant may elect, within such election period as prescribed by the Plan Administrator, to be paid the Actuarial Equivalent of such benefit in a single sum.
3. For purposes of this Section, any such payment shall be in lieu of the benefits otherwise payable hereunder. Furthermore, if the present value of the Participant's vested Benefit is zero, the Participant shall be deemed to have received a distribution of such vested benefit on the date his employment with the Employer ends.
4. Consent Prior to Distribution from the Plan – The written consent of the Participant shall be required prior to any distribution of any portion of any Benefit if the present value of the Benefit is in excess of (i) \$5,000 for distributions before March 28, 2005 or (ii) \$1,000 for distributions occurring on or after March 28, 2005. Notwithstanding the preceding sentence, the Participant's consent shall not be required to the extent that a distribution from the Plan is required to satisfy Code Sections 401(a)(9) or 415.

5. If the payment to the Spouse is \$100 or less and if the lump sum Benefit payment is less than or equal to \$3,500 (\$5,000 for a lump sum Benefit valued after December 31, 2001), the surviving Spouse will be paid the benefit in the form of a lump sum. Provided however, effective March 28, 2005, if a death benefit does not exceed \$1,000 the surviving Spouse will be paid the benefit in the form of a lump sum. If the death benefit exceeds \$1,000 but does not exceed the amount permitted to be cashed out without consent by Section 417(e) of the Code, the Spouse or other Beneficiary may elect, within such election period as prescribed by the Plan Administrator, to be paid the benefit in a single sum. Any such payment shall be in lieu of the benefits otherwise payable hereunder.

The Trustees reserve the right to purchase an annuity contract to provide any annuity benefit described in this Section 6.1 from an insurance company.

6.2 When are my Retirement Benefits Paid to me?

Normally, the Fund, or its agent(s) will commence making benefit payments to you within a reasonable time which shall not be longer than ninety (90) days, after you are eligible for benefits and you have completed the retirement election forms and the forms are received by the Administrative Manager.

6.3 Can I rollover my account balance to another plan?

(A) Yes. You may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by you. An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee to another eligible retirement plan, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is minimum distribution required by the Internal Revenue Code; the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities) and hardship withdrawals. An "eligible retirement plan" is an individual retirement account, an individual retirement annuity, a qualified trust, an annuity contract described in section 403(b) of the Code and an eligible Plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state and which agrees to separately account for amounts transferred into such Plan from this Plan. The definition of eligible retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in section 414(p) of the Code. The Beneficiary of a deceased Participant, including a Surviving Spouse and/or a non-spousal Beneficiary, may roll-over the deceased Participant's account to an individual retirement account (IRA).

which is qualified to receive such roll-over in accordance with federal regulations. An eligible retirement Plan is also a Roth IRA described in Section 408(A) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity Plan described in section 403(a) of the Code, or a qualified Plan described in section 401(a) of the Code, that accepts the Participant's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement Plan is an individual retirement account or individually retirement annuity. An individual who rolls over from this Plan to a Roth IRA described in Code Section 408(A) must include in gross income any portion of the conversion amount that would be includable in gross income if the amount were distributed without being rolled over.

6.4 How are my benefit payments taxable to me?

Please contact your accountant or tax advisor regarding how benefits are taxable to you.

Mandatory Withholding: Any distribution under this Plan which is not an eligible rollover distribution to an eligible retirement plan may be subject to a twenty percent (20%) mandatory withholding.

VII. DEATH BENEFITS

7.1 What death benefits are payable if I should die after commencement of my benefit payments?

The amount and form of death benefits payable to your Beneficiary after you commence benefit payments will depend upon the method of payment you were receiving at the time of your death.

If you were receiving your benefit in the form of a Qualified Joint and Survivor Annuity at the time of your death, your Spouse shall receive her 50% Survivor Annuity, or other benefit, on a monthly basis, for the remainder of his or her lifetime. Otherwise, your Spouse or your Beneficiary shall receive your remaining individual account balance in payments in a manner consistent with the benefit form elected by you at the time of retirement.

7.2 What death benefits are payable if I should die prior to my commencing benefit payments?

If you have not started receiving distributions of your benefits at the time of your death, your beneficiary will be entitled to receive the distribution(s) which will be equal to the amounts, if any, credited to your account(s) which were being held for your benefit. However, designation of your beneficiary is required as follows:

- (A) If you are single at the time of your death, the full value of your account balances will be paid to your Beneficiary in accordance with your designation on

the Beneficiary Designation Form supplied by the Administrative Manager.

(B) If you are married at the time of your death, your account balance will be payable to your surviving spouse, unless both of you have elected otherwise.

You have the right to waive the survivor annuity form of payment and designate all of your benefits to be paid to the Beneficiary of your choice only if your spouse consents to such a waiver. Your spouse's consent must be in writing, witnessed by a Plan representative or notary on a form to be supplied by the Administrative Manager. Your spouse must also acknowledge in writing that he/ she consents to the designation of the specific beneficiary. If you change your designation, your spouse must again consent to the change and

- (1) it is made in writing and the Participant's spouse has signed a document, witnessed by the Plan Representative or a Notary Public, consenting to such designation and acknowledging the affect of any such designation; or
- (2) it is established to the satisfaction of the Administrative Manager and the Trustees that the signature of such spouse cannot be obtained because such spouse cannot be located or because of such other circumstances as the Secretary of Treasury may prescribe by lawful regulations; or
- (3) it is established to the satisfaction of the Plan Representative and the Trustees that no surviving spouse exists.

Any consent given by a spouse shall be effective only with respect to the spouse who signs the consent, or in the event, of a deemed Qualified Election, the designated spouse. Additionally, a prior revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time before the commencement of benefits and the number of times that a Qualified Election and revocation can be made shall not be limited. Any new waiver or change or beneficiary will require a new spousal consent.

In addition, any designations shall be deemed to be automatically revoked in the event a Participant marries or remarries. The Election Period to waive a Qualified Pre-Retirement Survivor Benefit begins on the first day of the Plan Year in which the Participant attains age thirty five (35) and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which age thirty five (35) is attained, with respect to benefits accrued prior to separation, the Election Period shall begin on the date of separation.

Because your spouse participates in the election and has certain rights in the death benefits, you should immediately notify the Administrative Manager of any change in your marital status.

7.3 What death benefits are payable if I should die prior to my Benefit Commencement Date, but after retirement or termination of my participation in the Plan?

If you have not started receiving distributions of your benefits at the time of your death, your spouse or beneficiary will be entitled to a benefit in accordance with your benefit option selection which will be equal to the amounts, if any, credited to your account(s) which were being held for your benefit, subject to the designation of beneficiary requirements stated in Section 7.2 above.

7.4 What happens if I have not designated a beneficiary at the time of my death?

Your benefits will be distributed to your spouse if he/ she survives you. In the event that your spouse is no longer living or you are not married at the time of your death, your benefits will be paid to your estate.

VIII. CLAIMS AND APPEALS PROCEDURE

8.1 General Rules

- (A) This Plan has established a reasonable procedure for processing all claims for benefits.
- (B) This Plan will not administer this benefit in any way that restricts or otherwise hinders your ability to file a claim for benefits.
- (C) This Plan does not require any fees or payment as a condition to filing a claim for benefits.
- (D) These Rules are designed to treat all Participants filing claims for benefits fairly and consistently.
- (E) You may have a representative file a claim for benefits or appeal of an adverse decision on your behalf at any time.

8.2 Filing a Claim for Benefits

If you believe that you are eligible to receive any type of benefit from this Plan, you should first contact the Fund Office. You must file a claim for benefits on the form approved by the Board of Trustees. The Fund Office will provide you with an application for benefits that must be completed. This application must be filed with the Fund Office.

8.3 Applying for Retirement Benefits

A written application for retirement benefits must be filed at least thirty days prior to the date you wish to retire. You must provide all of the requested documentation along with the completed and signed application before your claim for benefits will be considered.

In some cases, the Administrative Manager may need additional information in order to make a determination on your claim for benefits. If you are asked to provide more information, you will have to respond to the request in order to be considered for retirement benefits.

You will receive a decision on your application for retirement benefits within ninety (90) days from the date the Fund receives your completed application.

8.4 Applying for Disability Benefits

A written application for disability benefits must be filed as soon as you meet the eligibility requirements and wish to commence Disability Benefits. You must provide all of the requested documentation along with the completed and signed application before your claim for benefits will be considered.

In some cases, the Administrative Manager or the Trustees may request that you submit to an independent medical review to determine whether you are eligible for a disability retirement benefit. You must submit to this medical review, if requested. The cost of this review will be paid by the Fund.

You will generally receive a decision regarding your claim for disability benefits within forty-five (45) days of the date you file your completed application. The Plan may delay making a decision for two additional thirty-day periods provided you are given notice in advance of that extension.

8.5 Applying for Death Benefits

A written application for a death benefit must be filed by the Beneficiary prior to the date he or she wishes to receive the distribution. He or she must provide all of the requested documentation including a certified copy of the death certificate along with the completed and signed application before the claim for benefits will be considered.

In some cases, the Administrative Manager or the Trustees may need additional information in order to make a determination on the claim for benefits. If you are asked to provide more information, you will have to respond to the request in order to be considered for the death benefit.

You will receive a decision on your application for the death benefit within ninety (90) days from the date the Fund receives the completed application.

8.6 Notice of an Adverse Benefit Decision on Your Claim for Benefits.

(A) Should the Administrative Manager find that you are not entitled to the requested benefit, you will be provided with a written notice of the denial. This notice will include the following important information:

- (1) The specific reason(s) for the denial;
- (2) The sections in the Plan and/or Summary Plan Description upon which the denial was based;
- (3) A description of additional information which you may be able to provide that is necessary for your claim for benefits and why it is necessary;
- (4) A copy of these procedures which describe the Plan's appeals procedures;
- (5) The notice of any internal guideline or protocol used in making the decision, if applicable, and your right to receive a copy; and
- (6) A notice of your right to a written explanation of any exclusion which affects your claim, if applicable.

8.7 Procedure for filing an appeal with the Board of Trustees.

You must file a written notice that you wish to appeal the denial of your claim for benefits. This written notice must be received by the Fund Office within sixty (60) days from the date of the Notice of the Adverse Benefit Decision. If you are appealing an Adverse Benefit Decision based upon a request for Disability Benefits, you must provide notice to the Plan Office within one-hundred eighty (180) days of the date of the Notice of the Adverse Benefit Decision. Your written notice of appeal must include your name, current address and the date of the decision you are appealing. It should be addressed as follows:

Board of Trustees, Plumbing and Pipe Fitting Industry
Local 219 Annuity Plan
c/o Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515

You may also send any comments, documents or other information you feel will assist the Trustees in making a decision on appeal. You have the right to request copies of any documents relevant to your claim for benefits free of charge from the Plan.

For all claims other than disability benefit claims, if your appeal is received at least thirty (30) days prior to the regularly scheduled meeting of the Board of Trustees, your appeal will be considered at the scheduled monthly meeting. Any appeal filed less than thirty (30) days prior to the next regularly scheduled meeting will be reviewed at the monthly meeting following the next scheduled monthly meeting. All appeals of disability benefit claims shall be considered within forty-five (45) days of the date such an appeal was received by the Administrative Manager. If any circumstances require the delay of the decision, the Administrative Manager will notify you of the delay.

You will receive written notice of this decision by the Trustees, within five (5) days of the meeting. In the event that your appeal is denied, you will receive a Notice of the Adverse Benefit Decision on Appeal that includes the following important information:

- (A) The specific reason(s) for the denial;
- (B) The sections in the Plan and/or Summary Plan Description upon which the denial was based;
- (C) A statement advising you any internal guideline or protocol used in making the decision, if applicable, and your right to receive a copy;
- (D) A notice of your right to a written explanation of any exclusion which affects your claim, if applicable;
- (E) A notice of your right to file suit under Section 502(a) of ERISA; and
- (F) The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office."

This plan does not offer any voluntary arbitration provisions. The decision of the Board of Trustees under this procedure is final and binding upon the parties. You must exhaust this claim procedure prior to having the claim reviewed through any other means, including litigation.

If you have any questions regarding the filing of a claim for benefits under this procedure, please contact Compensation Programs of Ohio, Inc., the Administrative Manager, at (800) 435-2388.

IX. MISCELLANEOUS PROVISIONS

9.1 Can an Employer ever recover a contribution it has made to the Plan?

No, except at the Trustees' discretion, for contributions made in error so long as notice was timely made to the Fund and if no distributions have been made to the Participant.

Under the terms of your Plan, all contributions made by the Employer must be used for the benefit of the Plan's Participants and their Beneficiaries. Under no circumstances can an Employer or other persons use such funds for purposes other than the exclusive benefit of Plan Participants or Beneficiaries.

9.2 I understand that some pension benefits are covered by Government Insurance. Are the benefits of my Plan insured?

No. There is no need to insure your account. Since your Plan is a defined contribution plan, contributions are credited into your own account and are vested, subject investment returns.

9.3. How are my accounts protected from creditors or assignment?

Generally, the interest in your accounts may not be alienated or assigned, that is sold, used as collateral for a loan, given away, or otherwise transferred. You cannot borrow against your individual account and your creditors may not attach, garnish or otherwise interfere with your accounts.

However, the Administrative Manager may be required by law to recognize obligations as a result of court ordered child support or alimony. The Administrative Manager must honor a Qualified Domestic Relations Order, which is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children, or other dependents. If such an order is received by the Administrative Manager, all or a portion of your benefits may be used to satisfy the obligation. The Plan maintains a procedure for the processing of Qualified Domestic Relations Orders. Upon written request, you may obtain a copy of such procedure from the Administrative Manager.

The Trustees may impose an administrative fee, not to exceed \$400.00, for processing and reviewing a proposed Qualified Domestic Relations Order. The Trustees, in their discretion, may increase or decrease this administrative fee, by resolution, as circumstances may warrant. The Plan Administrative Manager shall determine the validity of any domestic relations order he receives. Also, if, at the time you or your Beneficiary is entitled to receive a benefit and you are indebted to the Plan, the Administrative Manager may direct the Trustee(s) to first satisfy that debt before paying the benefit over to you or your Beneficiary.

9.4 May I borrow money from the Plan?

No.

9.5 May the Trustees change or terminate the Plan?

The Trustees have the legal right to modify, alter, amend or change the Plan, or make modifications regarding contributions, but no vested rights under the Plan can be

modified except in order to establish or to continue the qualified status of this Plan under the terms of Internal Revenue Code Section 401.

The Trustees also have the right at any time to terminate the Plan. Upon such termination, contributions made on your behalf will cease. The Trustees may direct that either benefits be distributed to you and all other Participants in one lump-sum payment as soon as practicable, or the Trust be continued and benefits be distributed at the same time and in the same manner as if the Plan had not been terminated.

9.6 Is this Plan "qualified"?

Yes. It is intended that at all times that this Plan will be fully qualified by the Director of the Internal Revenue Service and authority has been given to the Trustees to amend and/or change the terms and provisions of the Trust Agreement and or Plan as may be required to maintain this qualified status.

9.7 Are all of my benefits listed in this booklet?

No. This document is just a summary of your benefits. Although considerable information is included in this booklet, it is not the purpose of the booklet to explain every detail or every situation that might arise under your Annuity Plan. There is, however, a complete set of rules and regulations which govern the operation and administration of this Plan. These rules and regulations are set forth in a legal document referred to as the Plan Document. Although this document is too lengthy to reproduce, you may examine a copy at the Fund Office, or have a copy reproduced for a reasonable charge.

9.8 Who is responsible for interpreting the Plan?

The decisions of the Trustees in all matters pertaining to the administration of the Trust shall be final. The Board of Trustees, as the administrator of the Trust, shall have complete control of the administration of the Trust, subject to the provisions hereof, with all powers necessary to enable it to properly carry out its duties in that respect. Not in limitation, but in amplification of the foregoing, the Trustees shall have full authority and discretion to construe, interpret and apply all provisions of the Trust and to determine all questions that may rise hereunder, including all questions relating to the eligibility of Participants to participate in the Plan, the amount of any benefit to which any Participant, Beneficiary, spouse, or contingent annuitant may become entitled hereunder and to determine all appeals subsequent to any determination upon application for benefits. Specifically, the Trustees shall have full and complete authority and discretion to make any determinations or findings of fact regarding any claims and appeals of any benefit determinations. Its decision upon all matters within the scope of its authority shall be final.

Neither the Participating Employer or the Union is authorized to interpret this Plan on behalf of the Board, nor can any Participating Employer or Union act as an agent of

the Board of Trustees. However, the Board of Trustees has authorized the Administrative Manager and the Fund Office staff to handle routine requests from Participants regarding eligibility rules, benefits and claims procedures. If there are questions involving interpretation of any Plan provisions, the Administrative Manager will request a final determination to be made by the Board of Trustees.

9.9 Other expenses which are charged to my account.

A. The Trustees, on or before the beginning of each Plan Year, may estimate the administrative expenses for the following Plan Year. That amount will be divided by an estimate of the number of Participants. The result will be the annual cost of administrative services to be charged to each Participant and twenty-five percent (25%) of that amount will be assessed quarterly to each Participant's account by the Investment Manager. In the event the annual estimate is revised because of unanticipated expenses or returns, the Participants will be notified before any amounts are assessed, or reduced to each Participant's account.

B. The Trustees may impose an administrative fee, not to exceed \$400.00, for processing and reviewing a proposed Qualified Domestic Relations Order. The Trustees, in their discretion, may increase or decrease this administrative fee, by resolution, as circumstances may warrant.

X. ERISA RIGHTS

ERISA stands for the Employee Retirement Income Security Act which was signed into law in 1974.

This federal law establishes certain minimum standards for the operation of employee benefit plans, including the Plumbing and Pipe Fitting Industry Local 219 Annuity Plan. The Trustees of your Plan, in consultation with their professional advisors, have reviewed these standards carefully and have taken steps necessary to assure full compliance with ERISA.

ERISA requires that plan participants and beneficiaries be provided with certain information about their benefits, how they may qualify for benefits and the procedures to follow when filing a claim for benefits. This information has already been presented in the preceding pages of this Summary Plan Description.

ERISA also requires that participants and beneficiaries be furnished with certain information about the operation of the Plan and about their rights under the Plan.

READ THIS SECTION CAREFULLY. Only by doing so can you be sure that you have the information you need to protect your rights and your best interests under this Plan.

(A) ERISA provides that all Plan Participants shall be entitled to:

- (1) Examine, without charge, at the Fund Office and at other locations (worksites at which at least fifty (50) individuals are employed and Union halls), all Plan documents, including insurance contracts, Collective Bargaining Agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (2) Obtain copies of all Plan documents, Trust Agreements and the annual financial report (Form 5500) upon written request to the Administrative Manager. The Administrative Manager may make a reasonable charge for the copies.
- (3) Obtain a complete list of the employers sponsoring the Pension Plan, upon written request to the Administrative Manager, which is available for examination by Participants and beneficiaries at a reasonable copying charge. In addition, Participants and beneficiaries may receive from the Administrative Manager, upon written request, information as to whether a particular Employer or Employee organization is a sponsor of the Plan and, if the Employer or Employee organization is a plan sponsor, the sponsor's address.
- (4) Receive a summary of the Plan's annual report (Form 5500). The Administrative Manager is required by law to furnish each Participant with a copy of this Summary Annual Report.
- (5) Obtain a statement telling you whether or not you have a right to receive a pension at Normal Retirement Age and, if so, the amount of your Normal Retirement Benefit.
- (6) If you do not have a right to a pension, the statement will tell you the number of years you have to work to be eligible to receive a pension. This statement must be requested in writing and is not required to be given more than once per year.

(B) In addition to creating right for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries.

(C) No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit to which you may be entitled, or exercising your rights under ERISA.

- (D) 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.
- (E) Under ERISA, there are steps you can take to enforce the above rights. For example, if you request materials from the Plan and do not receive them within thirty (30) days, the court may require the plan administrator or Administrative Manager to provide the materials and pay up to one hundred ten dollars (\$110.00) per day until you receive the materials unless the materials were not sent because of reasons beyond the control of the plan administrator or Administrative Manager.
- (F) 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 domestic relations order, you may file suit in Federal court.
- (G) If it should happen that Plan fiduciaries misuse the Plan's monies, 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.
 - (1) 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.
 - (2) If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.
- (H) If you have any questions about your Plan, you should contact the Administrative Manager.
- (I) 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 or Administrative Manager, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, at the following locations:
 - 1) U.S. Department of Labor
Employee Benefits Security Administration
1730 K Street, Suite 556
Washington, DC 20006
Tel: (202) 254-7013;

Or

2) U.S. Department of Labor
Employee Benefits Security Administration
1885 Dixie Highway, Suite 210
Ft. Wright, Kentucky 41011-2664
Tel: (606) 578-4680;

Or

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

You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.