

SUMMARY PLAN DESCRIPTION

FOR THE

SHEET METAL WORKERS’

LOCAL 33

PROFIT SHARING

ANNUITY PLAN



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PROFIT SHARING ANNUITY PLAN

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SHEET METAL WORKERS' LOCAL 33 PROFIT SHARING ANNUITY PLAN

January 1, 2019

To All Plan Participants and Beneficiaries:

We are pleased to present you with this booklet describing the provisions of the Sheet Metal Workers' Local 33 Profit Sharing Annuity Plan (hereinafter "Plan"). This booklet includes Plan provisions which have been adopted through January 1, 2019.

We urge you to read this booklet carefully in order to become familiar with the provisions of the Plan.

Please understand this is a general explanation only, and does not cover all of the details of the Plan. This explanation does not change, expand or otherwise interpret the terms of the Plan. Your rights can be determined only by referring to the full text of the Plan. The Plan described in this book is for employees who work in covered employment on or after January 1, 2019. For employees who do not work in covered employment on or after January 1, 2019, the terms of the previous Summary Plan Description(s) apply. The provisions described in this booklet took effect at different times, but all of them are in effect as of January 1, 2019.

Only the full Board of Trustees is authorized to interpret the Plan. No other individual or organization, such as your union or employer, nor any employee or representative of any individual or organization is authorized to neither interpret this Plan nor act as an agent of the Board of Trustees. Should you have any questions regarding the Plan, please direct them to the Plan's Administrative Manager at the phone number and address set forth on the front of this booklet.

We suggest you share this booklet with your family since they may have an interest in the Plan. You should keep this booklet with your other important papers and let members of your family know where it is being kept.

Sincerely,

THE BOARD OF TRUSTEES

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I. INTRODUCTION.

This booklet, distributed in January 2019, is designed to describe the benefits available to you under the **SHEET METAL WORKERS' LOCAL 33 PROFIT SHARING ANNUITY PLAN**. It is intended this information will satisfy the requirements of the Employee Retirement Income Security Act of 1974 for a Summary Plan Description (hereinafter "SPD"). **Every effort has been made to avoid any conflict between this SPD and the "Plan Document"; however, if there is a conflict between what is contained in this SPD and what is contained in the Plan Document, the terms of the Plan Document will control.** Where there are terms capitalized in this SPD, those terms are defined more completely in the Plan document.

This Plan is maintained pursuant to various collective bargaining agreements (hereinafter "Agreement") between the Sheet Metal Workers' International Association, Local Union No. 33 (hereinafter "Union") and different chapters of the Sheet Metal and Air Conditioning Contractors National Association (hereinafter "SMACNA") or other employer associations on behalf of the individual contractors which comprise it. Copies of these Agreements are available for your examination at the Union Hall, and Participants and their Beneficiaries may also obtain a copy of the Agreements for a reasonable charge by writing to: Sheet Metal Workers' Local 33 Profit Sharing Annuity Plan, 12515 Corporate Drive, Parma, Ohio 44130.

This Plan can be most important in building your future financial security, and you are urged to familiarize yourself thoroughly with the details highlighted in this SPD, so that you can maintain your interest in the Plan.

SPECIAL NOTICE!

It is extremely important you keep the Fund Office informed of any *changes in address, marital status or any desired change in beneficiary*. This is your obligation and failure to fulfill this obligation could jeopardize your eligibility for benefits.

The importance of a current, correct address on file in the Fund Office cannot be overstated! It is the **ONLY** way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan.

If you get divorced, you must make sure that the proper beneficiary is listed on file with the fund office. The beneficiary on file at the fund office at the time of your death is the beneficiary who will receive the proceeds of your account.

II. ADMINISTRATIVE.

A. What Is The Name Of The Plan?

The formal name of the Plan is the “SHEET METAL WORKERS’ LOCAL 33 PROFIT SHARING ANNUITY PLAN.” However, it will be referred to as the “Plan” for purposes of this SPD.

B. What Are The Names And Addresses Of The Employers?

This is a multi-employer plan as that term is defined in the Employee Retirement Income Security Act of 1974, and numerous Employers contribute to it. It would not be practical to list them all here. However, a complete list of the employers and employee organizations sponsoring the Plan may be obtained upon written request to the Administrative Manager and is available for examination by participants and beneficiaries. Additionally, upon written request to the Administrative Manager of the Plan, you will receive information as to whether a particular Employer is contributing to the Plan, and if so, its address.

C. What Is The Name And Address Of The Plan Administrator?

Board of Trustees
Sheet Metal Workers’ Local 33 Profit Sharing Annuity Plan
12515 Corporate Drive
Parma, Ohio 44130
Ph. (216) 267-3344
Fax (216) 267-3345

D. Who Is The Administrative Manager And Handles The Day-to-Day Operations Of This Plan?

BENESYS, INC.
12515 Corporate Drive
Parma, Ohio 44130
Ph. (216) 267-3344
Fax (216) 267-3345

Questions pertaining to your benefits or the Plan should be directed to the Administrative Manager.

E. What Numbers Are Assigned To The Plan?

The Employer Identification Number (EIN) assigned by the Internal Revenue Service to the Board of Trustees is 31-1524549, and the Plan number for purposes of identification is 001.

F. What Type Of Plan Is This?

The Plan is a defined contribution plan, which means an Employer makes contributions to the Plan based upon the hourly rate set forth in the Collective Bargaining Agreement in effect at the time the contribution is due. The amount contributed by an Employer is credited to your Credit Account (also referred to as your “Participant Account”).

G. What Is The Plan Year?

The Plan Year means a twelve (12) month period beginning January 1 and ending the following December 31, or any other twelve (12) month period established by the Trustees.

H. What Type Of Administration Is Used For The Plan Assets?

The principal and income of this Plan are to be used for the exclusive benefit of Participating Employees, their Beneficiaries and for defraying proper expenses of administering the Plan. A third-party recordkeeper, MassMutual Financial Group, has been retained to perform some of the administrative duties of the Plan such as keeping a record of your investments and the earnings or losses generated from your investments. Questions pertaining to your benefits or the Plan itself should be directed to the Fund Office and questions pertaining to your investments should be directed to MassMutual Financial Group.

I. Who Administers The Plan?

The Trust Fund is administered by a Board of Trustees made up of Union and Employer Trustees selected from the different district areas of Sheet Metal Workers’ Local 33. At the present time, they are:

UNION TRUSTEES

**Michael Coleman
Evan Brown
Jim King
David Larson
Mathew Cherry
Randy Gombos**

EMPLOYER TRUSTEES

**Roger M. Gundlach
Thomas H. Martin
Thomas Geopfert
Nelson Smith
David M. Haas**

Correspondence can be made to the Board of Trustees at: Sheet Metal Workers’ Local 33 Profit Sharing Annuity Plan, 12515 Corporate Drive, Parma, Ohio 44130 or via telephone at (216) 267-3344; or via Fax at (216) 267-3345.

J. Who Are The Attorneys For The Fund And Agent For Service Of Process?

ALLOTTA | FARLEY CO., L.P.A.
2222 Centennial Rd.
Toledo, Ohio 43617
Phone: (419) 535-0075
Fax: (419) 535-1935
Website: www.allottafarley.com

In addition, service of process may be made upon the Plan Administrator.

K. Who Is The Custodian Of The Assets For The Plan And Keeps Track Of The Investments?

MassMutual Financial Group
1295 State Street
Springfield, Massachusetts 01111
Ph. 1-800-74FLASH (1-800-743-5274)
www.retiresmart.com

L. Effective Date When Plan Began.

May 1, 1997.

M. Effective Date Of Summary Plan Description.

This Summary Plan Description reflects Plan provisions which have been adopted through December 31, 2018 and reflects the most recently restated Plan Document, which was amended and restated effective January 1, 2014. The IRS confirmed its determination that the plan was tax qualified by letter dated December 8, 2015.

N. Who Pays The Cost Of The Fund?

The benefits provided by the Fund are funded solely by Employer contributions required either by the collective bargaining agreement between your Employer and the Union or by a participation agreement between your Employer and the Fund. You are not required to make contributions to the Plan. At the present time, the Plan does not allow voluntary employee contributions, except for Rollover and Transfer Contributions from another qualified pension plan as defined in the Plan.

III. PARTICIPATION.

A. Who Is Eligible To Participate In This Plan?

You are eligible to participate in and receive benefits of the Plan if you work for an Employer who has been accepted as a Contributing Employer to the Plan by the Trustees and, you are:

1. An individual covered by a collective bargaining agreement between your Employer and the Union; or
2. An individual who is not covered within a bargaining unit but is a member of a class of employees that has been accepted for participation in the Plan; or
3. An employee of the Union and/or the Board of Trustees; or
4. A leased employee within the meaning of the Internal Revenue Code.

B. When Do I Become A Vested Participant?

You will become a Vested Participant in the Plan as of the day you complete Three Hundred Fifty (350) Hours of Work in Covered Employment within a twelve (12) consecutive month period for an Employer who is bound to a collective bargaining agreement or other written agreement with the Union requiring contributions to the Plan. Generally speaking, an Hour of Work is each hour of work for which you are paid by your Employer. You are considered in Covered Employment if you are employed within the jurisdiction of the Union by an Employer which is obligated by its Collective Bargaining Agreement with the Union or by any other separate written agreement approved by the Board of Trustees to contribute to the Fund, either individually or as a member of the Association.

C. How May My Participation In The Plan Be Terminated?

Your participation in the Plan will cease upon the earliest of the following:

1. Your death;
2. Your retirement from the trade jurisdiction and receipt of a lump sum distribution of your Participant Account;
3. Your Total and Permanent Disability and receipt of a lump sum distribution of your Participant Account;
4. Your Termination of Employment as defined by the plan and receipt of a lump sum distribution of your Participant Account;

5. If you have contributions made on your behalf of less than 350 hours in a plan year, and then subsequently incur 5 consecutive years of a break in service as described below in “What Happens If I have A Break In Service?” of this Summary Plan Description; or
6. When you no longer have a balance in your Participant Account.

D. If My Participation In The Plan Is Terminated, May My Participation In The Plan Be Recommended?

If your participation in the Plan is terminated for any reason and you subsequently return to the employ of an Employer, your participation in the Plan will recommence when you have completed one (1) hour work in covered employment.

E. Does This Plan Permit An Employer To Elect Coverage Of Its “Alumni” Employees?

Yes, according to the following provisions:

1. Any Employer who has agreed to contribute to the Plan on behalf of employees in the bargaining unit as defined in an agreement between an Employer and the Union and/or is an Employer as defined in the Plan Document may contribute on behalf of each and every Non-Bargaining Unit Employee who meets the following conditions:

- a. the Employee is a Vested Participant as defined in the Plan Document and, during the current plan year or a prior plan year, all of the employee’s total hours of service for that year with any and all Employers were performed in a bargaining unit represented by the Union (“Alumni Coverage”); and
- b. the Employee is not included in another unit of employees covered by a collective bargaining agreement with any other local union; and
- c. the Employee is not an owner and/or shareholder of the Employer.

2. For Alumni Coverage to be permitted, the Employer must meet the following conditions:

- a. execute a written Participation Agreement as required by the Trustees which binds the Employer to the terms of the Plan and any Rules and Regulations promulgated therein and, thereby, specifies the detailed basis upon which the contributions are to be made to the Plan; and
- b. specify in its written Participation Agreement that such Employer is electing coverage of its “alumni” employees; and

- c. certify in a manner acceptable to the Trustees that it is, in fact, covering all of its “alumni” employees, except those that may be excluded under 1(b) and (c) above; and
- d. execute such documents as may be required by the Internal Revenue Service, or reasonably required by the Trustees, to enable the Plan to secure a determination letter of federal tax exemption or to support its tax exemption and/or qualified plan status.

In administering the “alumni coverage,” the Trustees shall not permit any coverage inclusions or exclusions which would contravene the non-discrimination requirements of the Internal Revenue Code and federal tax regulations. The total number of “alumni” employees participating in the Plan shall never exceed five percent (5%) of the total number of Employee Participants.

IV. BENEFITS.

A. When Can I Retire?

You may retire on the first day of the month which coincides with or immediately follows the date you reach Normal Retirement Age. Your Normal Retirement Age is the age of fifty-five (55).

B. How Long May I Leave Money In My Credit Account?

You may leave the money in your Credit Account until you reach your Required Beginning Date. Your Required Beginning Date is April 1st of the calendar year following the later of: (a) the calendar year in which you reach age 70 ½, or (b) the calendar year in which you Retire.

C. When Will My Benefit Payments Commence?

When you apply for benefits, benefit payments will commence no later than 60 days after the close of the Plan Year after you become eligible for benefits as described herein. In any event, however, you must start receiving benefit payments by your Required Beginning Date.

D. May I Work Beyond My Normal Retirement Date?

Yes, and you will continue to be credited with Employer contributions and investment earnings of the Plan until your actual retirement date.

E. What Is My Normal Retirement Benefit?

When you reach your Normal Retirement Date and retire from the industry, you are entitled to the full value of your Participant Account.

F. Can I Lose My Benefits?

Your interest in your Credit Account shall become totally non-forfeitable or vested upon your completion of three hundred fifty (350) Hours of Work within a twelve (12) consecutive month period prior to incurring a Permanent Break in Service, and you have a balance in your Credit Account. You cannot have any partially vested interest in your Credit Account.

You can lose your benefits if you are not a vested Participant at the time you terminate your employment with an Employer and you do not return to covered work. However, if you are vested, your benefits cannot be assigned or alienated except in the event of a Qualified Domestic Relations Order as discussed further in this SPD.

G. What Happens If I Have A Break in Service?

A Break in Service means the failure of a **non-vested participant** to complete at least three hundred fifty (350) Hours of Work during any consecutive 12-month period. **If you are not “vested” (as explained above)** at the time you incur a Break in Service, you will incur a Permanent Break in Service if five (5) or more consecutive one (1) year Breaks in Service have occurred. The amount in your Credit Account shall be forfeited as of the last day of the Plan Year after a Permanent Break in Service. Forfeitures shall not be applied to increase the benefits of other Participants but shall be used to defray proper expenses of administering the Plan and the Fund.

EXAMPLE 1

Suppose you had earned 90 Hours of Work in the first Plan Year before you left the employ of an Employer and, therefore, having failed to complete at least Three Hundred Fifty (350) Hours of Work during the Plan Year you incurred a Break in Service. Further, assume you were not in the employment of an Employer who is bound to a collective bargaining agreement or other written agreement with the Union requiring contributions to the Plan for the next 6 Plan Years. You return to employment with an Employer who is bound to a collective bargaining agreement with the Union requiring contributions to the Plan on the 7th Plan Year. Since you were not vested at the time you had left the employ of your Employer, and because you incurred 5 or more consecutive 1 year Breaks in Service, you will incur a Permanent Break in Service and forfeit the amount in your Credit Account you had earned before you incurred the Permanent Break in Service.

EXAMPLE 2

Suppose you had earned 90 Hours of Work in the first Plan Year before you incurred a Break in Service; and, you return to the employ of your Employer two (2) years after you incurred the Break in Service and earn at least Three Hundred Fifty (350) Hours of Work during that Plan Year. In this situation, you will regain the amount in your Credit Account you had earned before you incurred the Break in Service because the number of consecutive Break in Service years did not equal or exceed 5 years.

You should note that if you are absent from the employ of your employer for “maternity or paternity” reasons, you will be treated as having completed either: (1) the number of hours that normally would have been credited but for the absence, or (2) if the normal work hours are unknown, eight hours of work for each normal workday during the leave. However, the total number of hours credited to you in this manner shall not exceed 350 hours. An absence is for “maternity or paternity reasons” if it occurs because of:

1. your pregnancy; or
2. the birth or adoption of your child; or
3. the caring of your child after its birth or adoption.

In addition, your failure to accumulate Three Hundred Fifty (350) Hours of Work in a Plan Year will not be considered a Break in Service year if that failure is due to the following exceptions:

1. disability because of accident or illness, or
2. service in the Armed Forces, or
3. you have been granted unpaid leave by your Employer in accordance with the applicable requirements of the Family and Medical Leave Act of 1993.

Your Employer may require that you furnish information to substantiate your absence. If you do not provide the information in a timely manner, you may not receive credit for Hours of Work for the absence. In all cases, hours credited, or exceptions granted are only for the purpose of continuing participation and do not affect benefit accruals.

H. What If I Leave Before I Retire?

If you do not engage in any work within the trade jurisdiction as defined in the current Constitution and Ritual of the Sheet Metal Workers’ International Association and/or the applicable collective bargaining agreement within the Geographical Jurisdiction of the Union, and you have no right to any other form of benefit under the Plan, and if no Employer Contributions, including those received pursuant to a reciprocity agreement, are made on your behalf for a period of twelve (12) consecutive months prior to the date of your application for such benefit, you are entitled to the full value of your Participant Account as a Termination Benefit.

Work performed by an employee of the City of Cleveland or an employee of Cuyahoga County, Ohio will not be considered employment within the trade jurisdiction as defined in the current Constitution and Ritual of the Sheet Metal Workers’ International Association and/or the applicable collective bargaining agreement within the Geographical Jurisdiction of the Union, and participants working as employees of the City of Cleveland or Cuyahoga County may still receive a Termination Benefit from the Plan. For purposes of the Plan, “Geographical Jurisdiction of the Union” shall mean the states of Ohio, Michigan, Pennsylvania, West Virginia and the remainder

of any Standard Metropolitan Statistical Area (SMSA) which falls in part in states adjacent to Ohio, Michigan, Pennsylvania, and West Virginia.

If the value of your Participant Account exceeds \$1,000.00 and the account balance is immediately distributable, you and your Spouse (or your or your Spouse's survivor) must consent to any distribution of such account balance. However, if the value of your account does not exceed \$1,000.00, that amount may, at the sole discretion of the Trustees, be immediately distributable if no Employer Contributions, including those received pursuant to a reciprocity agreement, are made on your behalf for a period of twelve (12) consecutive months.

I. What If I Become Permanently Disabled?

In the event you become totally and permanently disabled in accordance with the provisions of the Plan, you are entitled to the full value of your Credit Account. The Trustees have the sole discretion to make all determinations of whether you qualify for a Total and Permanent Disability Retirement Benefit. If you apply for Plan benefits due to total and permanent disability, you will be required to submit appropriate medical evidence to the Trustees for their review. In making their decision, the Trustees may request that its own independent physician or physicians examine you at any reasonable time and place. The cost of the examination or examinations will be paid by the Plan.

In order to receive a distribution of your Credit Account on account of your Total and Permanent Disability, you must satisfy the following conditions:

1. You must be Totally and Permanently Disabled; and
2. You must submit appropriate physician's reports detailing the nature of the disability and stating in the physician's opinion that the disability incurred by you has lasted or can be expected to last for a continuous period of not less than twelve (12) months and prevents you from performing duties as an Employee.

The Trustees have the sole discretion to make all determinations regarding whether you qualify for a Total and Permanent Disability Retirement Benefit and such decision shall be final and binding. If the Trustees approve your application for disability benefits and you receive a distribution in a form of payment other than a lump sum payment, then the Trustees may in their sole discretion require you to be examined at any time (but not more than twice a year) to determine whether you continue to meet the Plan's Total and Permanent Disability requirements.

J. How Is Total and Permanent Disability Defined?

You are considered to have a Total and Permanent Disability or be Totally and Permanently Disabled if, in the opinion of the Trustees, you have a disability caused by an accident or an illness which, based upon medical evidence, has lasted or is likely to last for a continuous period of not less than twelve (12) months and which prevents you from performing duties as an Employee in your regular occupation.

V. DISTRIBUTION OF BENEFITS.

A. How Are My Retirement Benefits Paid To Me?

1. Married Participants.

If you are married on the date payment of benefits begins, the amount in your Credit Account will be used to purchase a Joint and Survivor Annuity from an insurance company for you and your Spouse. The term “Spouse” is defined as that person, if any, who—

- A. is recognized as legally married to you by a domestic or foreign jurisdiction whose laws authorized the marriage at the time the Participant and such person entered into the marital relationship; and
- B. has not been declared legally separated from you by any judicial order.

The term “Qualified Spouse” or “Spouse” may include a person of the opposite or same gender as the Participant. Your former Spouse shall be treated as a “Spouse” under the Plan only if and to the extent required under a Qualified Domestic Relations Order, as described in the Plan.

A Joint and Survivor Annuity is a monthly benefit which is paid to you while you are alive, with a survivor’s annuity being paid to your Spouse (to whom you have been married for at least one year at the time payments to the Participant commenced) upon your death. The survivor’s annuity paid to your Spouse is equal to one-half (½) of the monthly benefit you received when you were alive. Payment of the survivor’s annuity continues for the duration of your Spouse’s life. A written explanation of the Joint and Survivor Annuity must be provided by the Fund Office to you at least thirty (30) days before the annuity starting date. However, you can waive the 30-day requirement and elect to receive benefits within seven (7) days after such explanation is provided.

However, you and your Spouse shall have a period of ninety (90) days before benefit payments begin during which to waive the Joint and Survivor Annuity. The waiver of the Joint and Survivor Annuity shall not be effective unless signed by you and your Spouse indicating that your Spouse consents to the waiver and to an optional form of payment. Your Spouse’s consent must acknowledge the effect of the waiver and be witnessed by a representative of the Plan or a notary public.

If your Spouse waives the Joint and Survivor Annuity, then you will receive the amount in your Credit Account in the form of a single lump sum payment. However, if your total Participant Account balance does not exceed \$1,000.00 and you are eligible to receive a benefit under the Plan, then the Trustees may automatically distribute, without your consent (and your Spouse’s consent), the total amount in your Participant Account to you in the form of a single sum payment.

2. Single Participants.

If you are not legally married on the date you are entitled to commence benefit payments, you (and your Spouse, if married on the date benefits are to begin and your Spouse consents, as explained above) will receive the amount in your Credit Account in the form of a single lump sum payment.

If you are to receive your benefits in the form of a lump sum payment, the Administrative Manager will notify you that (a) the distribution will not be taxed currently to the extent transferred to another qualified pension plan or Individual Retirement Account (IRA), and (b) the transfer must be made within 60 days of receipt in order to qualify for this tax-free rollover treatment.

If your total Participant Account balance does not exceed \$1,000.00 and you are eligible to receive a benefit under the Plan, then the Trustees will automatically distribute, without your consent (or your beneficiary's consent in the event of your death), the total amount in your Participant Account to you (or to your beneficiary, as applicable) in the form of a single sum payment.

B. When Are My Retirement Benefits Paid To Me?

Normally, the Administrative Manager will commence making benefit payments to you within a reasonable time after you notify the Administrative Manager of your intent to retire and have completed the retirement election forms.

VI. BENEFITS PAYABLE AT DEATH.

A. In The Event Of My Death, Who Will Be Entitled To The Benefits In My Participant Account?

Upon becoming a Participant, you may designate, on a form provided by the Trustees, the name of your Beneficiary. If you are married for at least one year, the Beneficiary shall be your Spouse unless your Spouse has executed a legal waiver. Upon your death, all benefits in the Participant Account will automatically be paid to your Spouse of at least one year, unless your Spouse has executed a waiver to said benefits. If you are not married, all benefits in the Participant Account will be paid to your designated Beneficiary as set forth on a form that is on file with the Plan at the time of your death. You should be sure that you have a current Beneficiary designation on file at the Fund Office to ensure that the value of your Participant Account will be paid to the person of your choice in the event of your death.

If you are not survived by a Spouse, or if you failed to designate a Beneficiary, then the benefits in the Participant Account shall be paid in a lump sum to the person or persons in the first of the following classes of successive deemed Beneficiaries:

1. your surviving Children in equal shares; or

2. your surviving parents in equal shares; or
3. your surviving brothers and sisters in equal shares; or
4. the executor or administrator of your estate for distribution to such persons who would be entitled under the intestate succession laws of the state of your domicile to receive your personal property.

If the Beneficiary is living at the time of your death but such person dies prior to receiving the death benefit, such death benefit shall be paid to the estate of such deceased Beneficiary in one lump sum. In any case, such lump sum shall be distributed within five years after your death. "Children" include only children born from your Spouse during your marriage with that Spouse, your biological children, or your legally adopted children, and "Children" does not include step-children or foster children.

B. What Death Benefits Are Payable If I Should Die After Commencing My Benefit Payments?

If you die after the distribution of your Credit Account has commenced, the distribution will continue or cease, as appropriate, in accordance with the manner in which your Credit Account was being distributed.

For example, if you are married for at least one year and did not waive the Joint and Survivor Annuity, your Spouse will receive a monthly benefit which is equal to 50% of the monthly benefit you were receiving while you were alive. If you are not married at the time of your death (or if you are married but have waived the Joint and Survivor Annuity), your beneficiary will not receive a retirement benefit, since the only other available method of benefit distribution, the lump sum payment, does not provide for the continuation of payments after your death.

C. What Death Benefits Are Payable If I Should Die Prior To My Commencing Benefit Payments?

1. Married Participants.

If you are married for at least one year at the time of your death, and you die before the distribution of your benefits has commenced, the Administrative Manager shall purchase from the amount in your Credit Account a monthly annuity from an insurance company for the life of your Spouse. This annuity will provide your Spouse with a monthly benefit for the rest of his or her life. However, your Spouse may waive this form of benefit distribution and elect to receive the amount in your Credit Account in one lump sum. In order to receive distribution of your Credit Account in one lump sum, your Spouse must designate his or her request in writing. Further, your Spouse's designation must acknowledge the effect of his or her election and must be witnessed by a Plan representative or notary public.

2. Single Participants.

If you are not married on the date of your death, the amount in your Credit Account will be distributed to your Beneficiary in one lump sum payment. At the option of your Beneficiary, the distribution may occur at any time within five (5) years from the date of your death.

VII. CONTRIBUTIONS AND ALLOCATIONS.

A. Who Makes The Contributions To My Credit Account?

Your Employer makes the contributions to your Credit Account based upon the number of hours you work and the rate per hour which is established in a current collective bargaining agreement in effect at the time the contribution is due. You are not required, or in fact permitted, to make contributions to your Credit Account. Employer contributions shall be suspended while you are absent from employment because of an authorized leave of absence or military leave (subject to the provisions of Paragraph I below) or layoff, until the day you work at least one (1) hour for the Employer, at which time Employer contributions on your behalf will automatically resume.

B. What Happens If The Employer For Which I Work Does Not Make Contributions To The Fund For The Hours I Worked?

If the Employer for which you work does not make contributions to the Fund for the hours you worked, you will not receive credit for the amount of money that the Employer did not contribute since the Fund did not receive the money. Therefore, your Credit Account will reflect only the amount of Employer contributions which have been received by the Fund.

C. Can An Employer Ever Recover A Contribution It Has Made?

Generally, contributions cannot be recovered by an employer except in the case of contributions made in error. Under the Plan's terms, 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 the Plan Participants or Beneficiaries.

D. How Is The Value Of My Credit Account Determined?

The value in your Credit Account will be determined by the amount of Employer contributions to your Credit Account plus any earnings or losses less your share of administrative expenses, if any. The administrative expenses include such costs as recordkeeping, collection of employer contributions, insurance, professional fees such as legal services, accounting services and consulting services, printing, postage, investment fees and other normal operating expenses.

E. How Are Investment Earnings And Losses Allocated To My Credit Account?

You will direct the investment of your Credit Account balance among the alternative investment funds established as a part of the overall Fund. You will receive only the income or loss on such segregated investments. All Employer contributions will be credited with an allocation of actual investment earnings and gains and losses from the actual date of deposit of each such contribution. If you have not elected to direct your investments, then your Vested Account Balance shall be invested as determined by the Trustees in the default fund and you will receive the income or loss on such investment in the default investment option.

F. How Is The Value Of My Credit Account Determined When A Distribution Is Made?

Upon the happening of any event calling for the payment of any annuity, lump-sum amount or other benefit from this Plan, the amount to be paid, subject to the specific provisions of the Plan, shall be determined as of the date of the event, based on the Credit Account value at the end of that day.

G. Can My Payment Be Directly Rolled Over Into An Individual Retirement Account Or Another Employer Plan?

Yes, if you or your beneficiary are eligible, you or your beneficiary may elect to have any portion of a payment due from the Plan directly rolled over, within 60 days after you or your beneficiary elect to do so, directly into an individual retirement plan (IRA) or to another tax qualified plan. These transfers are referred to as “direct rollovers.” In a direct rollover, the eligible rollover payment is made directly from the Plan to an IRA or another employer plan that accepts rollovers. If you elect a direct rollover, you or your beneficiary are not taxed on the amount rolled over until you later take it out of the IRA or the other tax qualified plan. The Administrative Manager will be able to tell you what portion, if any, from your payment may be eligible for a direct rollover.

H. May I Make Rollover Contributions To My Participant Account?

You are permitted to transfer funds directly from another qualified, pension or retirement plan to your Participant Account, provided the trust from which the funds are transferred permits such a transfer, and the amount to be rolled over is at least \$200. The Trustees have the sole discretion to determine whether to accept a Rollover Contribution, and their decision shall be final and binding.

I. What Happens If I Enter Military Service?

In the event you enter military service, you have certain rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). To be eligible for these rights under USERRA, you must meet the following conditions:

1. You must give advance notice, either written or verbal, to the Plan Administrator when possible;
2. The cumulative length of your absence and all previous absences by reason of military service may not exceed five (5) years (with certain exceptions);
3. With certain exceptions, you must inform the Plan Administrator when you have returned from military service.

If you meet the conditions to receive benefits under USERRA, you have the following rights:

1. You will not incur a Break in Service because of military service.
2. You will not forfeit any benefits already accrued.
3. You will not need to again satisfy the Plan's eligibility requirements for participation in the Plan by reason of your absence for military service.
4. You will be entitled to receive any contributions to the Plan that your Employer would have made if you had not been absent for military service. However, if you do not return to employment prior to the expiration of your re-employment rights guaranteed by USERRA, your participation in the Plan will be deemed to have terminated upon your entry into the armed forces, and you will not be entitled to receive any contributions that your Employer would have been required to make to the Plan on your behalf during your period of military service pursuant to USERRA.
5. Any contributions that you are entitled to receive by reason of your absence for military service will be paid from Employer contributions which have been allocated to the Plan's general administrative account. The Trustees, in their sole and absolute discretion, will calculate the amount of USERRA-required contributions to which you are entitled on the basis of your average rate of compensation during the 12-month period preceding your military service (or, if shorter, your period of employment immediately preceding your military service). The Trustees' determination regarding the amount of such contributions will be final and binding.
6. Contributions allocated to your Credit Account pursuant to USERRA will be made by transferring money from the Plan's general administrative account to your Credit Account at the end of the fiscal year in which you exercise re-employment rights and became re-employed pursuant to USERRA.
7. Any further questions concerning the administrative procedures governing your eligibility for re-employment rights and benefits pursuant to USERRA shall be

resolved by the Board of Trustees in their sole discretion, and their decision shall be final and binding.

VIII. PARTICIPANT DIRECTED INVESTMENTS.

A. May I Direct The Investment Of My Vested Account Balance?

Yes. You direct the investment of your Vested Account Balance among alternative investment funds established as part of the overall Fund. Unless otherwise determined by the Trustees, such investment funds shall be restricted to the funds offered by the Trustees. In this connection, your right to direct the investment of your Vested Account Balance shall apply only to the selection of the desired funds offered by the Trustees. You will be provided with further information on the type of investments in which you may invest, the time and manner in which you may make these investments, and similar matters.

It should be kept in mind that if you instruct the Custodian/Recordkeeper to make an investment, you have undertaken the responsibility for the success or failure of that investment choice. The Plan is intended to qualify as a plan pursuant to Section 404(c) of ERISA (as codified at 29 U.S.C. §1104(c)). The fiduciaries of the plan may be relieved from liability for any losses that result from participant investment instructions. The Administrative Manager is responsible as the Section 404(c) fiduciary for disseminating the necessary information related to participant directed investing under the Plan. The Administrative Manager may be contacted at the address and telephone number listed in Article II, Section D, above.

The Trustees reserve the right to:

1. add to, modify or change the terms or conditions for participant directed investments; or
2. eliminate participant directed investments at their sole discretion at any time and for any reason.

B. What Procedures Apply To The Administration Of Participant Directed Investments?

The following procedures currently apply to the administration of participant directed investments:

1. At least thirty (30) days prior to you becoming vested in the Plan, and prior to January 1st of each year thereafter, you will receive a notice that will advise you of the right to direct the investment of your account and further advise you that your Credit Account will be invested in the Plan's Qualified Default Investment Alternative (hereinafter "QDIA") in the event you choose not to direct the investment of your account. The notice will: (a) describe the circumstances under which assets in your Credit Account may be invested in a QDIA; (b) describe the QDIA including a description of the investment objectives, risk and return

characteristics and fees or expenses attendant to the QDIA; (c) explain your right to direct the investment of assets in your Credit Account; (d) describe your right to direct assets invested in a QDIA to any other investment alternative; and (e) explain where you can obtain investment information concerning the other investment alternatives available under the plan.

2. You are responsible for directing the investment of your Vested Account Balance among the alternative investment options. The Trustees are not responsible for directing the investment of your Vested Account Balance. If you do not direct the investment of your Vested Account Balance, your entire Vested Account Balance will be invested in the Plan's current QDIA. If you are invested in a QDIA, any material provided to the plan relating to your investment in a QDIA (such as account statements, prospectuses, and proxy voting material) will be provided to you or your beneficiary.
3. There are three (3) ways in which you may elect to transfer all or part of your Vested Account Balance from one alternative investment to another:
 - a. through the automated voice response system, twenty-four (24) hours per day, seven (7) days per week, from any touch-tone telephone at Ph. 1-800-74FLASH (1-800-743-5274).
 - b. through the internet, twenty-four (24) hours per day, seven (7) days per week, at the following website: www.retiresmart.com; and
 - c. through a MassMutual Retirement Services representative during normal business hours at 1-800-74FLASH (1-800-743-5274);

In order to access your account, you must have available your Personal Identification Number (PIN) as well as your Social Security Number.

4. Any change you make to your Vested Account Balance will occur as of the end of the business day and will be confirmed to you in writing. Any change to your Credit Account made from a QDIA to another investment option will be without financial penalty during the first ninety (90) days during which your Credit Account is invested in a QDIA. Any other changes made to the investment options could include financial penalties. Changes of your investment alternative may be made at least once per Election Quarter throughout the plan year.
5. The Custodian of the Assets for the Plan shall be responsible for crediting the Vested Contributions to the investment option selected by you.
6. Except as otherwise provided in the Plan, neither the Trustees, nor any fiduciary of the Plan shall be liable to you or your beneficiaries for any loss resulting from any investment action taken at the direction of or on behalf of you, or from any

inaction taken at the direction of or on behalf of you which results in your Vested Account Balance being invested in the Plan's QDIA.

C. What Types Of Investment Qualifies As A QDIA?

The QDIA may be changed by the Plan Trustees at any time. However, for purposes of this Plan, the term "Qualified Default Investment Alternative" or "QDIA" shall mean an investment alternative that meets the following conditions:

1. The investment alternative uses one of the following types of investment products:
 - a. an investment fund product or model portfolio with a mix of equity and fixed income exposures based on your age, target retirement date, or life expectancy, including, for example, a life-cycle or targeted-retirement-date fund; or
 - b. an investment fund product or model portfolio with a mix of equity and fixed income exposures consistent with a target level of risk appropriate for the participants of the Plan as a whole, including, for example, a balanced fund; or
 - c. an investment management service with respect to which an investment manager allocates the assets of your Credit Account to achieve varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed income exposures based on your age, target retirement date, or life expectancy, and which becomes more conservative with increasing age, including, for example, a professionally managed account;
2. The investment alternative is managed by an Investment Manager as defined by the Plan Document;
3. The investment alternative applies generally accepted investment theories and is diversified so as to minimize the risk of large losses;
4. The investment alternative does not hold or permit the acquisition of Employer securities unless either (1) the Employer securities are held or acquired by a registered investment company or certain similar pooled investment vehicles, and (2) the Employer securities are acquired as a matching contribution from the employer or at the direction of the participant or beneficiary before management by an investment management service.
5. The investment alternative does not impose financial penalties or otherwise restrict your ability to transfer your investment from the QDIA to any other investment alternative available under the plan within the first ninety (90) days during which you are invested in the QDIA.

You may change your Investment Option under conditions prescribed by the Trustees. At the present time, investment options may be chosen in increments of one percent (1%). The Trustees reserve the right to eliminate, change and add investment options at any time. The Trustees are under no obligation to offer any particular investment option, or to effectuate a selection by a Participant. If you have any questions pertaining to the procedures which apply to the administration of participant directed investments, you may call a MassMutual Retirement Services Representative at 1-800-743-5274 or contact the Administrative Manager at (216) 267-3344.

IX. HARDSHIP WITHDRAWALS.

A. What Is A Hardship Withdrawal?

In the case of hardship, you may apply for withdrawal of an appropriate portion of your Credit Account. A withdrawal will be deemed by the Trustees to be on account of hardship if the withdrawal is necessary in light of your immediate and heavy financial needs. A withdrawal based upon financial hardship cannot exceed the amount required to meet your immediate financial need created by the hardship and not available from other resources reasonably accessible to you. Your resources shall be deemed to include those assets of your Spouse and minor children which are reasonably available to you.

B. Who Makes The Determination Of Financial Hardship?

The Trustees in their sole discretion, shall make all determinations as to the existence of financial hardship and the amount required to meet the need created by the financial hardship considering all relevant facts and circumstances. Your request for a hardship withdrawal must be in writing to the Board of Trustees. If you are married, then your Spouse must consent to the hardship withdrawal in writing and your Spouse's signature must be witnessed by a plan representative or notary public. You may request a hardship withdrawal prior to attaining age fifty-nine and one-half (59½). If you have not attained age fifty-nine and one-half (59½), you may be subject to a federal income tax penalty.

You must submit proof of the financial hardship and the lack of other resources available to provide for such hardship, including representation by you that the financial need cannot be relieved through (i) reimbursement or compensation by insurance or otherwise; (ii) reasonable liquidation of your assets, to the extent such liquidation would not itself cause an immediate and heavy financial need; or (iii) by borrowing from commercial sources on reasonable commercial terms. The Trustees' decision as to the nature and adequacy of such proof shall be final and binding upon all concerned parties. Within a reasonable time after your request for a hardship withdrawal, the Administrative Manager will be able to tell you what portion, if any, from your Credit Account may be withdrawn for hardship.

C. When Am I Eligible To Apply For A Hardship Withdrawal?

You may not apply for a hardship withdrawal prior to obtaining a balance of at least \$2,000 in your Participant Account unless the hardship is for continued medical coverage under

Section D(7)(g) below. You may not apply for a hardship withdrawal unless the amount required to meet the need created by the financial hardship is \$1,000 or more unless the hardship is for continued medical coverage under Section D(7)(g) below. A hardship withdrawal is limited to fifty percent of the Participant's credit account unless the hardship withdrawal is for payments for continued medical coverage under Section D(7)(g) below. In addition, the administrative expenses incurred in the processing of the hardship withdrawal may be charged to the individual Participant's Credit Account.

D. What Are Valid Reasons To Obtain A Hardship Withdrawal?

The determination of the existence of financial hardship and the amount required to meet the need created will be made on a uniform and nondiscriminatory basis by the Trustees based on the standards set forth herein and considering all relevant facts and circumstances. The Trustees in their discretion may permit hardship withdrawals with respect to only the following:

1. Medical expenses incurred by you, your spouse or dependents to the extent not subject to reimbursement through insurance or other coverage;
2. Major uninsured casualty losses;
3. Threatened eviction from or foreclosure on your primary residence;
4. Funeral and related expenses arising out of a death in your immediate family, including but not limited to your spouse, children, parents, or grandparents;
5. Costs directly related to the purchase of a principal residence for you (excluding mortgage payments);
6. Payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for the employee, or the employee's Spouse, children, or dependents; or
7. Any other immediate and heavy financial need as determined by the Trustees in their sole discretion, but not limited to the following:
 - a. Payment of utility bills if more than one month past due;
 - b. Payment on a loan for a vehicle necessary for work if more than one month past due and to avoid repossession of the vehicle (such distributions are limited to \$5,000.00 after taxes and penalties);
 - c. Payments necessary to purchase a reliable vehicle necessary for work (such distributions are limited to \$5,000.00 after taxes and penalties);
 - d. Payments necessary to repair a vehicle necessary for work (such distributions are limited to \$5,000.00 after taxes and penalties);

- e. Payments for necessary home repairs;
- f. Payment of credit card bills more than one month past due as the result of a reduction in the Participant's income;
- g. Payment of self-pay rates under the Participant's applicable Union Health Plan. Hardship withdrawals made pursuant to this subsection (g) are not subject to the limitations set forth in subsection (C) above; and
- h. Payments necessary to alleviate an immediate and heavy financial need that occurs as a result of identity theft as long as a police report is filed related to the theft.

The decision of the Trustees whether to permit a hardship withdrawal shall be final, binding and conclusive.

The Trustees reserve the right to (a) add to, modify or change the terms or conditions for hardship withdrawals or (b) eliminate hardship withdrawals from the Plan at their sole discretion at any time and for any reason and such decision shall be final and binding.

X. DOMESTIC RELATIONS ORDER.

A. What Is A Qualified Domestic Relations Order?

Your Plan, in accordance with law, must recognize a Qualified Domestic Relations Order. A "domestic relations order" is a judgment, decree or order (including approval of a property settlement agreement) entered by a court or administrative agency of competent jurisdiction that:

- 1. Relates to the provision of child support, alimony payments or marital property rights of a Spouse, former Spouse, child or other dependent of a Participant; and
- 2. Is made pursuant to a state domestic relations law.

A "domestic relations order" is a "Qualified Domestic Relations Order" (or "QDRO") if it creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable to a Participant under a plan, specifies required information, and does not alter the amount or form of plan benefits.

An "alternate payee" is a Spouse, former Spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits under a plan with respect to the Participant. Thus, if a Qualified Domestic Relations Order requires distribution of all or part of your benefits under the Plan to an alternate payee, the Trustees are required to comply with the order.

Participants may obtain a copy of the QDRO Procedures from the Administrative Manager without charge.

B. How Are Expenses Relating To A Qualified Domestic Relations Order Allocated?

If you or your representative presents the Trustees with a domestic relations order and requests that the Trustees determine whether the order meets the requirements of a Qualified Domestic Relations Order, the expenses relating to that determination and the processing of the order will be allocated as follows:

1. Your Credit Account will be assessed a fee for each domestic relations order the Trustees are requested to review for purposes of determining whether the order meets the requirements of a Qualified Domestic Relations Order.
2. If the domestic relations order being reviewed requires the distribution of benefits from the Plan and from other defined contribution retirement plan(s) sponsored by Sheet Metal Workers' Local 33 in which you participate, the fee for determining whether the order meets the requirements of a Qualified Domestic Relations Order and for processing of the order will be divided equally among the defined contribution plans from which benefits are to be distributed.
3. The assessment of the fee for determining whether the order meets the requirements of a Qualified Domestic Relations Order and for processing of the order will be made prior to any division of your account between you and the alternate payee (former Spouse) under the order.
4. The fee for determining whether the order meets the requirements of a Qualified Domestic Relations Order and for processing of the order will be established and changed in the sole discretion of the Board of Trustees, and such decision shall be final and binding.

XI. CLAIMS PROCEDURE FOR CLAIMS OTHER THAN FOR DISABILITY

A. How Do I Make A Claim For Benefits?

You may make a claim for benefits by obtaining and completing a benefit application form. You may obtain a benefit application form by writing to the Administrative Manager at Sheet Metal Workers' Local 33 Profit Sharing Plan, 12515 Corporate Drive, Parma, Ohio 44130, phone number (216) 267-3344, fax (216) 267-3345. The Administrative Manager will send you the necessary application forms and an explanation of the Joint and Survivor Benefit and the spousal consent requirements. Complete the application and return it to the Administrative Manager along with proof of your age (birth certificate, passport, etc.) and any other proof required by the Administrative Manager to determine your right to receive benefits from the Plan. If you are married, you must also provide proof of your Spouse's age and a copy of your marriage license.

B. When Will I Be Notified About My Application?

Within ninety (90) days after receipt of your application and all necessary documents, the Administrative Manager will notify you in writing whether your application has been approved or disapproved. In the event further time is required for a decision, you will be notified with an explanation of why more time is necessary and, in that case, a decision will be made on the application within one hundred eighty (180) days after receipt of the completed application.

C. What Information Will Be Contained In My Notice?

If your application for benefits is approved, you will be informed of the approval and the amount and duration of the benefits granted, together with all restrictions, conditions and limitations upon your receipt of benefits, if any.

D. What Information Will I Receive If My Benefits Are Denied?

In the event of denial, your notice will state specifically the reasons for rejecting your application and will reference those specific portions of the Plan and/or rules and regulations upon which the decision is based. Any adverse benefit determination will also be accompanied by a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary. Further, any denial or restricted acceptance will be accompanied by an explanation of your rights to and procedure for appealing the decision of the Administrative Manager to the Board of Trustees. Any non-approval will also include a statement regarding your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse benefit determination, the adverse benefit determination will also advise that such rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge upon request. The decision shall be final and binding upon you unless that decision is appealed as hereinafter set forth.

E. How May I Appeal An Adverse Benefit Determination By The Administrative Manager To The Board Of Trustees?

You may appeal an adverse benefit determination by the Administrative Manager to the Board of Trustees by providing written notice of appeal. The notice must be received by the Board of Trustees within sixty (60) days (or within one hundred eighty (180) days for Total and Permanent Disability claims) of the receipt of the notice of the initial adverse determination. The written notice of appeal needs to state only your name, address, the fact that you are appealing from the Administrative Manager's decision to the Board of Trustees, the date of the decision from which you are appealing, and the reasons supporting your appeal. The written notice of appeal must be mailed to the following address:

Trustees of Sheet Metal Workers Local 33 Profit Sharing Annuity Plan
12515 Corporate Drive
Parma, Ohio 44130
Phone: (216) 267-3344
Fax: (216) 267-3345

You or your duly authorized representative will have the right to submit additional information and/or proof of entitlement to benefits and to examine any document in the Plan's possession relating to the denial of your application for benefits.

In the normal case, the Trustees will make their determination on the basis of the supporting file documents and your written statement as submitted. However, the Trustees may, in their sole discretion, require you to submit additional written information or to appear before the Board of Trustees for oral examination, or both. If you are required to appear before the Board of Trustees, the hearing will be held at the next regular meeting of the Board of Trustees, or at such other time as may be determined by the Board of Trustees, with reasonable notice of the date and place of the hearing provided to you.

The Board of Trustees will consider your appeal no later than at its regular meeting which immediately follows the receipt of the notice of appeal, unless such notice was filed within thirty (30) days prior to the next regular meeting. In the latter case, the Board of Trustees may consider the appeal at the second regular meeting following the receipt of the notice of appeal. If special circumstances require an extension of time for processing, the Board of Trustees may consider the appeal no later than the third meeting following the receipt of the notice of appeal.

F. When Will I Receive A Decision From The Board?

After consideration of the appeal, the Board of Trustees will advise you of its decision in writing within five (5) business days following the date of the meeting at which the appeal was considered. The decision of the Board of Trustees shall state the specific reason or reasons for the determination, and shall be written in a manner calculated to be understood by you. Any non-approval shall be accompanied by:

1. the specific reasons for the adverse determination;
2. reference to the specific plan provisions on which the determination is based;
3. a description of any additional material or information necessary to perfect your claim and an explanation of why such material or information is necessary;
4. 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 for benefits;
5. a statement apprising you that "You or your plan may have other voluntary dispute resolution option, such as mediation. One way to find out what may be

available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency”; and

6. a statement of your right to bring a civil action under Section 502(a) of ERISA.

The Trustees shall have full authority to interpret the provisions of this Plan, and it is within their sole and absolute discretion to determine if you are entitled to receive a benefit and the amount of the benefit. The decision of the Board of Trustees shall be final and binding upon you.

XII. CLAIMS PROCEDURE FOR DISABILITY CLAIMS

A. How Do I Submit A Claim For Benefits Due To Total And Permanent Disability?

To obtain benefits due to Total and Permanent Disability, you must provide written notice to the Administrative Manager within thirty (30) days after the Accident or Illness causing your Total and Permanent Disability occurs. If written notice cannot be given within that time, it must be given as soon as reasonably possible. The written notice must contain enough information to identify who is making the claim.

When the Administrative Manager receives written notice of your claim, the Administrative Manager will send you an approved claim form, which you must complete and submit. Upon receipt of the completed form, the Administrative Manager may, in his/her sole discretion, require you to be examined or have your claim reviewed by a physician or clinic chosen by the Administrative Manager on behalf of the Trustees or require you to submit additional evidence to support your claim for benefits due to Total and Permanent Disability.

B. When Will I Be Notified Of A Decision On My Claim For Total And Permanent Disability?

In the event your claim for benefits due to Total and Permanent Disability is denied, you will be notified in writing by the Administrative Manager the reasons why your claim was denied. Notification of an adverse decision shall occur within forty-five (45) days of the receipt of your approved claim form by the Administrative Manager. If the Administrative Manager determines that more time is needed to process the claim due to matters beyond his/her control, the Administrative Manager will notify you of a thirty (30) day extension. If a second extension is necessary due to matters beyond his/her control, the Administrative Manager will notify you of a final thirty (30) day extension. No further extensions shall occur. Any notice of an extension shall include the standards on which an entitlement to benefits due to Total and Permanent Disability is based, the unresolved issues preventing a decision and any additional information that is needed to resolve the claim.

C. What Information Will Be Contained In My Notice On My Claim For Total And Permanent Disability?

All claims and appeals for disability benefits will be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) will not be made based on the likelihood that the individual will support a denial of benefits.

In the event of non-approval in whole or in part of your Disability claim, notice to you shall provide you all of the following information in the written decision:

1. the specific reasons for rejecting the application; and
2. the specific provisions of the Plan or rules and regulations on which the determination is based; and
3. a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; and
4. an explanation of the Appeals Procedure; and
5. a statement regarding your right to bring a civil action under ERISA §502(a) following an adverse benefit determination on appeal; and
6. the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the decision or, alternatively a statement that such rules, guidelines, protocols, standards or similar criteria of the plan do not exist; and
7. a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information relevant to your claim for benefits

In addition, in the event the determination disagrees with the views of (1) a health care professional treating you; (2) vocational professionals who have evaluated you; (3) a medical or vocational expert whose advice was obtained on behalf of the Plan in connection with your claim; or (4) a disability determination regarding you made by the Social Security Administration; then the decision to deny shall set forth an explanation of the basis for disagreeing with those views or opinions. If the decision to deny was based on a medical necessity, experimental treatment or similar exclusion or limit, the decision will set forth either (1) an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to your medical circumstances, or (2) a statement that such explanation will be provided free of charge upon request.

The decision shall be final and binding upon you unless that decision is appealed as hereinafter set forth below.

D. How Do I Appeal A Decision To Deny My Disability Claim To Board of Trustees?

In the event your claim for benefits due to Total and Permanent Disability is denied, you may, by written notice received by the Administrative Manager within one hundred and eighty (180) days of your receipt of the notice denying your claim for Benefits due to Total and Permanent Disability, appeal the decision. The written notice should state your name, address and the reasons why you are appealing from the decision of the Administrative Manager, giving the date of the decision from which you are appealing.

The review of your appeal will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is subject of the appeal nor a subordinate of such individual. If the appeal of a decision based in whole or in part on medical judgment, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual. The reviewer will also identify medical or vocational experts whose advice was obtained on behalf of the plan in connection with the initial adverse benefit determination, without regard to whether the advice was relied upon by the initial determination.

Prior to making a decision to deny an appeal, you will be provided, free of charge, with any additional evidence considered, relied upon, or generated by the Plan, the disability insurer, or other person making the benefit determination in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is provided so as to give you a reasonable opportunity to respond prior to that date. If the determination is based on new or additional rationale, the plan administrator shall provide you, free of charge, with the rationale as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is provided so as to give you a reasonable opportunity to respond prior to that date.

The Trustees shall consider your appeal no later than its next regularly scheduled meeting, which immediately follows the receipt of the notice of appeal unless such notice was filed within thirty (30) days prior to the next regularly scheduled meeting, then the Board of Trustees may consider the appeal at the second meeting following the receipt of the notice of appeal. If special circumstances require an extension of time for processing, then the Board of Trustees may consider the appeal no later than the third meeting following the receipt of the notice of appeal. If such extension is required, you will be provided with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made prior to commencement of the extension.

After consideration of the appeal as above, the Board of Trustees shall advise you of its decision in writing within five (5) days after the benefit determination is made. If the determination is adverse to you, the written decision shall state all of the following information:

1. the specific reasons for rejecting the appeal; and
2. the specific provisions of the Plan or on which the determination is based; and
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 for benefits; and
4. a statement of your right to bring an action under Section 502(a) of ERISA; and
5. the applicable contractual limitations period that applies to your right to bring such an action under Section 502(a) of ERISA, including the calendar date on which the contractual limitations period expires for the claim; and
6. either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse benefit determination, or, alternatively a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist; and
7. a discussion of the decision including an explanation for disagreeing with or not following any of the following:
 - a. the views of health care professionals treating the claimant; or
 - b. the views of vocational professionals who evaluated the claimant; or
 - c. the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the appeal, without regard to whether the advice was relied upon in making the benefit determination; or
 - d. a disability determination made by the Social Security Administration.

If the adverse benefit determination is based on medical necessity, experimental treatment or a similar exclusion or limit, you will be provided either with an explanation of the scientific or clinical judgment for the determination applying the terms of the plan to your medical circumstances or a statement that such explanation will be provided free of charge upon request.

XIII. PROVISIONS APPLICABLE TO ALL CLAIMS

A. What Are The Official Plan Records for All Claims?

A claimant for benefits under the Plan may submit whatever records and evidence he or she believes are appropriate in support of his or her claim for benefits. However, the Trustees shall rely upon the records of the Plan (“Official Plan Records”) in determining the claimant’s eligibility for benefits. In the event of a discrepancy between the Official Plan Records and the records or other evidence supporting the claim asserted by a claimant, the Trustees shall rely upon the Official Plan Records unless shown to their satisfaction that the additional or other records/evidence submitted are valid and that the Trustees should rely upon those records/evidence. The burden of proving a claim for benefits which differs from the Official Plan Records shall be upon the claimant.

B. What Is The Language In Which Communications Will Be Made?

All notices to you shall be made in a culturally and linguistically appropriate manner. The Plan will provide oral language services such as a telephone customer assistance hotline that include answering questions in any “applicable non-English language” and providing assistance with filing claims and appeals in “any applicable non-English language.” In addition, the Plan will provide, upon request, a notice in any “applicable non-English language” and will include in the English version of all notices a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan. “Applicable non-English languages” include, with respect to an address in any United States county to which a notice is sent, a non-English language in which ten percent or more of the population residing in the county is literate only in that language.

C. Who Has Discretion To Determine My Claim?

The Trustees shall have full authority to interpret the provisions of this Plan and it is within the sole and absolute discretion of the Trustees to determine if you are entitled to receive a benefit and the amount of the benefit. The decision shall be final and binding upon you.

D. May I File A Legal Action Against The Plan Or The Board Of Trustees After I Receive Written Notice Of The Board’s Decision Denying My Appeal?

If, after following the applicable review processes outlined above, you are not satisfied with the result, then you may file a legal action against the Plan or the Trustees within two (2) years of receiving the final review notice under these procedures. No legal action may be commenced or maintained more than two (2) years after you receive notice of the Trustees’ decision on review under the Plan’s appeal procedure. Any such legal action must be filed in the United States District Court for the Northern District of Ohio, Eastern Division.

XIV. MISCELLANEOUS PROVISIONS.

A. Is My Credit Account Protected From Creditors Or Assignment?

Your benefits under the Plan (before they are paid to you) may not be sold, used as collateral for a loan, given away or transferred in any other way. Further, your creditors may not attach, garnish or otherwise interfere with your benefits (before they are paid to you) except to the extent specifically provided by, or consistent with, applicable Federal Law.

An example of a situation where all, or a part, of your benefits might be attached would be a situation where a Court ordered the Administrative Manager to pay some, or all, of your benefits to your Spouse, former Spouse, child or dependent on account of a marital separation, dissolution of marriage or divorce. Before this could happen, however, the terms of the court order would have to be presented to the Administrative Manager in a specific, legally-required format and the order would have to contain specific, legally-required information. (This type of order is known as a Qualified Domestic Relations Order, commonly referred to as a "QDRO," and the person in whose behalf benefits would be attached is called an Alternate Payee. (See Section X for additional information on QDROs.) The Administrative Manager will determine if a court order is a Qualified Domestic Relations Order.

B. May The Terms Of The Plan Be Amended?

The terms of the Plan may be amended. The Board of Trustees has the right at any time and for any reason within their sole discretion to amend the Plan and Trust Agreement. However, the Plan will never change in any way which will affect your right to benefits you have already earned. If the terms of the Plan are changed, the changes only will affect your rights to future benefits under the Plan.

In addition to the right at any time to amend the Plan and Trust Agreement, the Board of Trustees shall also have the sole discretion at any time to merge or consolidate with, transfer the assets and liabilities of the Plan and Trust Fund to any other qualified plan and trust fund or receive the assets and liabilities of any other qualified plan and trust fund. Once again, such action by the Board of Trustees will not affect your right to benefits you have already earned.

Any decision by the Board of Trustees whether or not to amend or merge the Plan is final and binding.

C. What Are My Rights In The Event That The Plan Is Either Totally Or Partially Terminated?

Although it is not the intention of the Participating Employers, the Union or the Association to terminate the Plan, if the Plan ever is terminated, or if there is a partial termination affecting you, the entire amount in your Credit Account will be non-forfeitable as of the date of such termination or partial termination.

In the event the Board of Trustees decides to terminate the Plan and Trust, then the Board of Trustees shall proceed as follows:

1. The Board shall convert all of the assets of the Trust to cash, except such assets which may be conveniently distributed in kind.
2. After providing for payment of all reasonable and necessary expenses in the application of the Trust Fund, the Board shall allocate asset income and appreciation (or depreciation) realized to all Credit Accounts. These amounts shall be allocated among the Credit Accounts on the basis of the account balances at the end of the annual Valuation Date immediately preceding the date of termination, or the balances in the Plan as reflected on the books and records of the Board of Trustees, if the Board has received a contribution from an Employer between said Valuation Date and the date on which the Plan and Trust are terminated.
3. The Board shall prepare or have prepared such documents as are required to obtain from the Internal Revenue Service a ruling regarding termination of this Plan and Trust Agreement. Until such ruling is received, no distributions shall be made. Upon receipt from the Internal Revenue Service that this Plan has met the requirements of Section 401(a) of the Internal Revenue Code (“Code”), that the Trust is exempt from taxation under Code Section 501(a), and that the termination of the Plan will not adversely affect the prior qualification of the Plan nor the exempt status of the Trust, the Trustees shall proceed as provided below.
4. After the payment of all fees and expenses in connection therewith, the Board shall distribute to each Participant’s Credit Account as computed in accordance with Subparagraph 2 above. This distribution shall be made in cash or in kind. Upon making this distribution, the Trustees shall obtain a release from each Participant in a form satisfactory to the Fund’s legal counsel.

The Trustees have the right at any time and for any reason, within their sole discretion, 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 accordance with the Plan’s distribution provisions as soon as practicable, or that 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.

D. May The Board Of Trustees Enter Into Reciprocal Agreements?

The Board of Trustees may enter into Reciprocal Agreements with other qualified annuity plans, provided, however, that such agreements shall be to the benefit the Participants. If you have any question about Reciprocal Agreements, please contact the Administrative Manager.

E. Are The Benefits Of The Plan Insured?

No. Since the Plan is a defined contribution plan, contributions are credited right into your own account. Recognizing this, the government exempts defined contribution plans from buying termination insurance. Thus, annuity plans (such as the Plan) are not permitted to purchase termination insurance. Therefore, the Plan is not insured under ERISA Title IV, under the Pension Benefit Guaranty Corporation's insurance program.

F. Can The Plan Recover Overpayments Made To Me?

Yes. The Trustees shall have the right to recover any benefit payments made in reliance on any willful, false or fraudulent statement, information or proof submitted by an applicant for benefits. The Trustees shall also have the right to recover or adjust any benefit payment made in error, including, but not limited to, an overpayment attributable to the following:

- a. a mathematical or system error;
- b. a mistake or deficiency in the Plan's service or contribution records;
- c. an error in the personal information supplied by a Participant or Beneficiary;
- d. a mistake of law or a mistake of fact; or
- e. a determination by the Plan Administrator that because of a mistake or miscalculation by the Plan Administrator, the benefit to which the Participant or Beneficiary is entitled under the Plan's terms is different from the amount that the Participant or Beneficiary is receiving.

The Plan shall take appropriate action to collect any benefit overpayment that a Participant or Beneficiary has received, plus appropriate interest, because of dishonesty or error. Upon receipt of any overpayment due to dishonesty or error, the participant or beneficiary receiving such overpayment shall be deemed to hold such overpayment in constructive trust for the benefit of the Plan. A "constructive trust" shall mean a trust in which any amount, compensation and/or money a participant or beneficiary receives in excess as to what is provided for in this Plan shall be deemed to be held for the Plan's exclusive benefit and not commingled with other funds. Any such Constructive Trust shall be subject to an equitable lien by the Plan and any other equitable remedies available to the Plan under ERISA Section 502(a)(3) for the purpose of preserving the Plan's right to restitution for benefits overpaid.

In lieu of collecting the overpayment and appropriate interest from the Participant or Beneficiary, the Plan may offset the overpayment plus interest against future benefits that are due and owing to the Participant or Beneficiary under the Plan's terms. Any such offset shall be applied in accordance with the requirements of the Internal Revenue Service's Employee Plan Compliance Resolution System. A constructive trust shall be deemed to be placed on all benefit overpayments distributed to the Participant or Beneficiary and any interest associated with such overpayments.

XV. ERISA RIGHTS.

A. What Rights Do I Have Under The Employee Retirement Income Security Act?

As a Participant in the Sheet Metal Workers' Local 33 Profit Sharing Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants are entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other locations (such as certain worksites and the Union Hall), all documents governing the plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 55) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate 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. 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 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 plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, 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 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 domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator at (216) 267-3344. 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 office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272.

Now that you have finished reading this booklet, please do not hesitate to call the Administrative Manager if you have any questions.

BOARD OF TRUSTEES OF THE SHEET METAL WORKERS' LOCAL 33 PROFIT SHARING ANNUITY PLAN