

SUMMARY PLAN DESCRIPTION

FOR THE

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION NO. 32 – NECA
PROFIT SHARING ANNUITY PLAN**



April 2013

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**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 32 - NECA PROFIT SHARING ANNUITY PLAN**

April 2013

To All Annuity Plan Participants:

We are pleased to present you with this booklet describing the provisions of the International Brotherhood of Electrical Workers, Local Union No. 32 – NECA Profit Sharing Annuity Plan (hereinafter “Annuity Plan”). This booklet includes Annuity Plan provisions which have been adopted through March 31, 2013.

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

Please understand this is a general explanation only, and does not cover all of the details of the Annuity Plan. This explanation does not change, expand or otherwise interpret the terms of the Annuity Plan. Your rights can be determined only by referring to the full text of the Annuity Plan.

The Annuity Plan described in this book is for employees who started working in covered employment on or after June 1, 1980, which is the date on which the Annuity Plan first went into effect. The provisions described in this booklet took effect at different times, but all of them are in effect as of April 1, 2013.

Only the full Board of Trustees is authorized to interpret the Annuity Plan. No other individual or organization, such as your union or employer, or any employee or representative of any individual or organization is authorized to interpret this Plan or act as an agent of the Board of Trustees. Should you have any questions regarding the Annuity Plan, please direct them to the Plan’s Administrative Manager.

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

Sincerely,

BOARD OF TRUSTEES

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I. INTRODUCTION.

This booklet, distributed in April 2013, is designed to describe the benefits available to you under the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 32 – NECA PROFIT SHARING ANNUITY PLAN**. It is intended that this information will satisfy the requirements of the Employee Retirement Income Security Act of 1974 for a Summary Plan Description (hereinafter “Summary”). **Every effort has been made to avoid any conflict between this Summary and the text of the Plan itself; however, if there is a conflict between what is contained in this Summary and what is contained in the Plan itself, the terms of the Plan will govern.**

This Plan is maintained pursuant to a collective bargaining agreement (hereinafter “Agreement”) between the International Brotherhood of Electrical Workers (hereinafter “IBEW”), Local Union No. 32 and the Lima Division, Western Ohio Chapter, National Electrical Contractors Association (hereinafter “Association”). A copy of this Agreement is available for your examination at the Union Hall, and Participants and their Beneficiaries may also obtain a copy of the Agreement for a reasonable charge by writing to: BOARD OF TRUSTEES, I.B.E.W. LOCAL NO. 32 – N.E.C.A. PROFIT SHARING ANNUITY PLAN, 1975 N. West Street, Lima, Ohio 45801.

This Annuity 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 Summary so that you can maintain your interest in the Plan.

SPECIAL NOTICE!

It is extremely important that 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.

II. ADMINISTRATIVE.

A. What Is The Name Of The Plan?

The formal name of the Plan is the "INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 32 – NECA PROFIT SHARING ANNUITY PLAN." However, for purposes of this Summary Plan Description, it will be referred to as the "Annuity Plan" or "Plan."

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

The Plan is a multiemployer plan, as that term is defined in the Employee Retirement Income Security Act of 1974, as amended, and numerous Employers contribute to it. It would not be practical to list all of the contributing Employers here; however, upon written request to the Administrator of the Plan, you will receive information as to whether a particular Employer or Union is contributing to the Pension Plan and, if so, its address.

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

Board of Trustees
IBEW Local No. 32 – NECA Profit Sharing Annuity Plan
33 Fitch Boulevard
Austintown, Ohio 44515
Phone (800) 435-2388
Fax (330) 270-0912

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

Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515
Phone (800) 435-2388
Fax (330) 270-0912

Questions pertaining to your benefits or the Annuity 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 62-1122985, and the Plan number for purposes of identification is 002.

F. What Type Of Plan Is This?

The Plan is a profit sharing plan, which is a type of defined contribution plan. Under a defined contribution plan, each 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. Each Plan participant has a separately maintained Credit Account. The amount contributed by an Employer is credited to your Credit Account.

G. What Is The Plan Year?

The **Plan Year** is a twelve (12) month period beginning June 1 and ending the following May 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 and their Beneficiaries, and for defraying proper expenses of administering the Plan.

I. Who Administers The Plan?

The Trust Fund is administered by a Board of Trustees consisting of six (6) voting Trustees, three (3) of whom are designated by the Employers (Employer Trustees), and three (3) of whom are designated by the Union (Union Trustees). At the present time, the following individuals are members of the Board of Trustees:

UNION TRUSTEES

Jerold Dickrede
Larry Cox
Thomas J. Landwehr

EMPLOYER TRUSTEES

John Frantz
Danal W. Neal
Michael Arnold

Correspondence can be sent to the Board of Trustees at:

International Brotherhood of Electrical Workers Local Union No. 32 - NECA
Profit Sharing Annuity Plan
33 Fitch Boulevard
Austintown, Ohio 44515
Phone (800) 435-2388
Fax (330) 270-0912

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

Allotta | Farley Co., L.P.A.
2222 Centennial Road
Toledo, Ohio 43617
Phone (419) 535-0075
Fax (419) 535-1935
www.allottafarley.com

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

K. What Is The Effective Date Of The Plan?

The Annuity Plan was established effective June 1, 1980.

L. What Is The Effective Date Of The Restated Plan?

The Annuity Plan was most recently amended and restated effective June 1, 2009. On October 15, 2012, the Internal Revenue Service issued a favorable determination letter on the amended and restated Annuity Plan's status as a tax-qualified retirement plan under Section 401(a) of the Internal Revenue Code ("Code") for changes that are legally required by the Economic Growth and Tax Relief Reconciliation Act of 2001 and subsequent laws.

M. What Is The Effective Date Of The Summary Plan Description?

This Summary Plan Description reflects Annuity Plan provisions which have been adopted through March 31, 2013.

N. How Is The Plan Funded?

The benefits provided by the Annuity Plan are funded solely by Employer contributions that are required, either by the collective bargaining agreement between your Employer and the Union or by a participation agreement between your Employer and the Board of Trustees. You are not required to make contributions to the Plan. At the present time, the Plan does not allow voluntary employee contributions, except for elective contributions by participants under Group B and Group C in accordance with Section A of Article VII below.

II. PARTICIPATION.

A. Who Is Eligible To Participate In This Plan?

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

1. an individual who is covered by a collective bargaining agreement between your Employer and the Union; or
2. a full-time, regular employee of the Union, provided that a participation agreement between the Union and the Board of Trustees exists; or
3. a full-time, regular employee of the Board of Trustees; or
4. a full-time employee of an Employer not covered by a Union collective bargaining agreement, including, but not limited to, supervisors, officers, shareholders, or office and clerical employees, provided that the Employer contributes to the Plan on behalf of all of its full-time employees on a nondiscriminatory basis and a participation agreement between the Employer and the Board of Trustees exists; or
5. an "alumni" employee, which means a person who is employed by an Employer but is not a member of a Union collective bargaining unit, who is eligible as an alumni employee pursuant to the Code's alumni coverage provisions, and for whom the Employer executes a participation agreement which binds the Employer to the Plan; or
6. a leased employee within the meaning of Code Section 414(n)(2).

B. When Do I Become A Participant?

You will become a Participant in the Plan as of the first day of the month following your completion of one hundred (100) Hours of Work in Covered Employment within a twelve (12) consecutive month period beginning with your date of hire. For eligibility purposes, succeeding twelve (12) consecutive month periods for satisfying the 100-hour service requirement begin with the first Plan Year that starts prior to the first anniversary of your date of hire, regardless of whether you are entitled to be credited with one hundred (100) Hours of Work in Covered Employment during your initial eligibility computation period.

Generally speaking, an **Hour of Work** is each hour of work for which you are paid or entitled to payment for the performance of duties in Covered Employment. You are considered to be working 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 Plan, 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 electrical industry;
3. your Total and Permanent Disability;
4. your termination of employment with an Employer for reasons other than death, retirement, or Total and Permanent Disability; or
5. when you no longer have a balance in your Credit Account.

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

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 begin again when you have satisfied the requirements to participate described in Section B of this Article III.

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

Yes, an Employer is permitted to elect coverage of its "alumni employees" under the following circumstances.

1. Any Employer that has agreed to contribute to the Plan on behalf of employees in the bargaining unit as defined in an agreement between an Employer and IBEW Local No. 32 may contribute on behalf of each and every Non-Bargaining Unit Employee who meets the following conditions:
 - (i) during the current plan year or a prior plan year, at least one-half (1/2) of the employee's total hours of service for that year with any and all Employers were performed in a Union bargaining unit ("Alumni Coverage"); and

- (ii) the employee is not included in another unit of employees covered by a collective bargaining agreement with any other local union; and
 - (iii) the employee is not an officer, owner, partner and/or shareholder of the Employer.
- 2. For Alumni Coverage to be permitted, the Employer must meet the following conditions:
 - (i) 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
 - (ii) specify in its written Participation Agreement that such Employer is electing coverage of its “alumni” employees; and
 - (iii) 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(ii) and (iii) above; and
 - (iv) 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 Plan’s alumni coverage, the Board of Trustees will not permit any coverage inclusions or exclusions that would contravene the nondiscrimination requirements of the 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 can retire on your **Normal Retirement Date**. Your Normal Retirement Date is the first day of the month that coincides with or immediately follows your attainment of your **Normal Retirement Age**. Your Normal Retirement Age is age 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:

1. the calendar year in which you reach age 70½; or
2. 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 sixty (60) days after the close of the Plan Year in which the *latest* of the following events occur:

1. you attain your Normal Retirement Age;
2. you celebrate the tenth anniversary of the Plan Year in which you commenced participation in the Plan; or
3. you terminate your employment in the electrical industry.

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 if you do, you will continue to be credited with Employer contributions and the Plan's investment earnings until your actual retirement date.

E. What Benefit May I Receive At My Normal Retirement Date?

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

F. When Do My Benefits Become Vested?

Your interest in your Credit Account will become totally nonforfeitable, or "vested," when—

1. you complete three hundred twenty (320) Hours of Work in a Plan Year prior to incurring a Permanent Break in Service; and

2. you have a balance in your Credit Account.

You cannot have a partially vested interest in your Credit Account.

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

A **Break in Service** occurs when a **non-vested Participant** fails to complete at least 320 Hours of Work during any Plan Year. If you are not vested (as explained in Section F of this Article IV) when you incur a Break in Service and you incur five (5) or more consecutive one-year Breaks in Service, you will incur a **Permanent Break in Service**. The amount in your Credit Account will be forfeited as of the last day of the Plan Year after you incur a Permanent Break in Service.

Forfeitures from Participants' Credit Accounts as a result of a Permanent Break in Service will not be applied to increase the benefits of other Participants. Rather, forfeitures will be used to defray proper expenses of administering the Plan and the Fund.

EXAMPLE 1: Suppose you had earned 300 Hours of Work in the first Plan Year before you left the employ of an Employer and, therefore, having failed to complete at least 320 Hours of Work during the Plan Year, you incurred a Break in Service. Further, assume that for the next 6 Plan Years, you were not in the employment of an Employer which is bound to a collective bargaining agreement or other written agreement with the Union requiring contributions to the Plan. You return to employment with an Employer which is bound to a collective bargaining agreement with the Union requiring contributions to the Plan during the 7th Plan Year after your Break in Service. Since you were not vested at the time you left the employ of your Employer, and because you incurred 5 or more consecutive one-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 Break in Service.

EXAMPLE 2: Suppose you had earned 300 Hours of Work in the first Plan Year before you incurred a Break in Service. Suppose further that you return to the employ of your Employer 2 years after you incurred the Break in Service and earn at least 320 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 one-year Breaks in Service you incurred did not equal or exceed 5 years.

In certain circumstances, special rules apply to prevent you from incurring a Break in Service.

Crediting of Hours of Work to Prevent Break in Service. If you are absent from the employ of your Employer for “maternity or paternity” reasons, special service-crediting rules help to prevent you from having a Break in Service. In such cases, 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 (8) Hours of Work for each normal workday during the leave.

The total number of Hours of Work credited to you in order to prevent a Break in Service will not exceed 320 and will be credited only—

1. in the Plan Year in which your absence begins; or
2. in the Plan Year following the Plan Year in which your absence begins.

Maternity or Paternity Reasons. For purposes of preventing a Break in Service, an absence is for maternity or paternity reasons if the absence 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 be credited with 320 Hours of Work in a Plan Year will not be considered a Break in Service year if that failure is due to any of the following reasons:

1. disability because of accident or illness;
2. service in the United States Armed Forces; or
3. unpaid leave granted 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 the reason(s) for your absence. If you do not provide the information in a timely manner, you may not receive credit for Hours of Work on account of the absence. In all cases, Hours of Work that are credited to you or service-crediting exceptions that are granted to you are only for the purpose of your continuing participation in the Plan, and do not affect your benefit accruals or your vesting status.

H. What If I Leave Before I Retire?

You are entitled to a distribution of the full value of your Credit Account if you satisfy *all* of the following conditions:

1. You have been a vested Participant for twenty-four (24) months.
2. You have not engaged in any work in an industry, trade, or craft (including, but not limited to, related supervisory activities) within the trade jurisdiction, as defined in the current Constitution of the International Brotherhood of Electrical Workers, AFL-CIO, within the geographical jurisdiction of the Union, as that jurisdiction is defined in the current Collective Bargaining Agreement, for a period of twelve (12) consecutive months.
3. Your employment with an Employer is terminated for reasons other than death, retirement, or Total and Permanent Disability.
4. You do not have a right to any other form of benefit under the Plan (for example, a Normal Retirement Benefit or a Total and Permanent Disability Retirement Benefit).

I. What If I Become Totally And Permanently Disabled?

If you become Totally and Permanently Disabled in accordance with the Plan's provisions before you reach your Normal Retirement Age, you are entitled to the full value of your Credit Account. The Board of Trustees has 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 Board of Trustees for review. In making its decision, the Board of 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 be in Covered Employment at the time of your Total and Permanent Disability; and
3. Your Total and Permanent Disability must qualify you for a Social Security disability award.

The Trustees have the sole discretion to make all determinations regarding whether you qualify for a Total and Permanent Disability Retirement Benefit, and their decision will be final and binding. If the Trustees approve your application for a Total and Permanent Disability Retirement Benefit 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 requirements for a Total and Permanent Disability Retirement Benefit.

J. How Is Total And Permanent Disability Defined?

You are considered to be **Totally and Permanently Disabled** if you have a disability that—

1. is caused by an accident or an illness; and
2. the Board of Trustees, based upon medical evidence, determines—
 - (i) to have lasted, or to be likely to last, for a continuous period of no fewer than twelve (12) months; and
 - (ii) to be preventing you from performing your duties as an Employee.

K. 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. The name and address of the Administrative Manager is: Compensation Programs of Ohio, Inc., 33 Fitch Boulevard, Austintown, Ohio 44515 (Phone (800) 435-2388).

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 its 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.

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 will 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 will occur. Any notice of an extension will 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.

In the event of non-approval in whole or in part, notice to you will state the reasons for rejecting the application and indicate those portions of the Plan or rules and regulations which you failed to meet. Any non-approval will be accompanied by an explanation of the Appeals Procedure and a statement regarding your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on appeal. The decision will be final and binding upon you unless that decision is appealed as hereinafter set forth.

L. How Do I Appeal 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 Trustees will 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.

After consideration of the appeal as above, the Board of Trustees will advise you of its decision in writing within five (5) days following the meeting at which the appeal was considered. The decision of the Board of Trustees will state the specific reason or reasons for the determination and refer to the specific plan provisions on which the benefit determination is based. Any non-approval will be accompanied by:

1. 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 the claimant's claim for benefits;

2. 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 United States Department of Labor Office and your state insurance regulatory agency."; and
3. a statement of your right to bring a civil action under Section 502(a) of ERISA.

The Trustees will 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 will be final and binding upon you.

M. Are There Further Appeals Available?

Yes. Within fifteen (15) days of the mailing of the decision of the Trustees specified in the preceding paragraph, you may, by written notice received by the Board of Trustees, request a full hearing before the Board of Trustees. The written notice need only state your name, address, and the fact that you are requesting a full hearing before the Board of Trustees, giving the date of the decision of the Trustees.

After receipt of the notice specified in the preceding paragraph, the Board of Trustees will notify you in writing of the date, time and place set for a full hearing on your application by regular mail addressed to your address as shown on the notice of appeal. In no event will the date for the hearing be set for a time longer than the third regular meeting of the Board of Trustees following the receipt of the notice of appeal.

The time and place for the appeal hearing will be convenient and accessible to you, and you may, but need not, be represented by an attorney of your choice. At any time prior to the hearing, the Board of Trustees, at your written request, will reveal to you all sources of information outside of the application itself upon which the rejection or restriction was based, and allow you to examine all documents and records relating to the rejection or restriction then in the possession of the Board of Trustees.

A full written record will be kept of the proceedings of the hearing.

1. In conducting the hearing, the Board of Trustees will not be bound by the usual common law or statutory rules of evidence.
2. You and/or your attorney, if you have one, will have the right to review the written record of the hearing, make a copy of it, and file objections to it.

3. Copies of all documents and records introduced at the hearing will be attached to the record of the hearing and made a part of it.

All information upon which the Board of Trustees based their original decision will be disclosed to you at the hearing. In the event additional evidence is introduced by the Trustees which was not made available to you prior to the hearing, you will be granted a continuance not to exceed thirty (30) days, if you so request it. For purposes of this Section, evidence discovered upon examination of your witnesses will not be considered "new evidence."

You will be afforded the opportunity of presenting any evidence on your behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so the Board of Trustees may, if it chooses, investigate and determine whether additional evidence or the accuracy of your new evidence should be introduced.

Within thirty (30) days after the conclusion of the hearing, you will be mailed written findings of fact and the determination of the Board of Trustees. The decision of the Board of Trustees will be final, binding and conclusive.

V. DISTRIBUTION OF BENEFITS.

A. How Are My Retirement Benefits Paid To Me?

1. Married Participants.

If you are legally married on the date you are entitled to begin benefit payments, 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 is recognized under the laws of the State of Ohio, based on a union of two (2) persons, as being your lawful wife or husband and who has not been declared legally separated from you by any judicial order. However, to the extent required under a Qualified Domestic Relations Order, your former spouse will be treated as your spouse under 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 upon your death. The survivor's annuity paid to your spouse is equal to one-half (1/2) 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**. Your Annuity Starting Date is the first day of the first period for which a benefit is payable to you as an annuity or any other form of payment. However, you can waive the 30-day requirement and elect to receive benefits within seven (7) days after such explanation is provided.

You and your spouse will 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 will not be effective unless it is signed by you and your spouse, indicating that your spouse consents to the waiver and your election of an optional form of payment. Your spouse's consent must acknowledge the financial effect of the waiver and must be witnessed by a representative of the Plan or a notary public.

If you waive the Joint and Survivor Annuity and your spouse consents to your waiver, then you may elect to have the amount in your Credit Account distributed in one of the following optional forms of payment:

- (i) a lump sum distribution in an amount equal to 100% of the value of your Credit Account; or
- (ii) substantially equal monthly periodic installments for a period of not less than ten (10) years; or
- (iii) a lump sum distribution in an amount up to 30% of the value of the your Credit Account, and the amount remaining in your Credit Account may be distributed in either:
 - (a) substantially equal monthly periodic installments for a period not to exceed ten (10) years; or
 - (b) an annuity for your life;
- (iv) an annuity for your life; or
- (v) a partial distribution of your Credit Account, not more frequently than once each calendar quarter, in such amount as you may request before you are legally required to begin receiving benefits.

If you choose to receive benefits under option (i), (iii) or (v) above, the Administrative Manager will notify you that:

- the distribution will not be taxed currently to the extent transferred to another qualified pension plan or Individual Retirement Account (IRA), and
- the transfer must be made within sixty (60) days of receipt in order to qualify for this tax-free rollover treatment.

However, if your total Credit Account balance does not exceed \$1,000.00 on your Annuity Starting Date, then the Trustees will automatically distribute, without your consent (and your spouse's consent), the total amount in your Credit 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 may elect to have the amount in your Credit Account distributed in one of the following optional forms of payment:

- (i) a lump sum distribution in an amount equal to 100% of the value of your Credit Account; or
- (ii) substantially equal monthly periodic installments for a period of not less than ten (10) years; or
- (iii) a lump sum distribution in an amount up to 30% of the value of the your Credit Account, and the amount remaining in your Credit Account may be distributed in either:
 - (a) substantially equal monthly periodic installments for a period not to exceed ten (10) years; or
 - (b) an annuity for your life;
- (iv) an annuity for your life; or
- (v) a partial distribution of your Credit Account, not more frequently than once each calendar quarter, in such amount as you may request before you are legally required to begin receiving benefits.

If you choose to receive benefits under option (i), (iii) or (v) above, the Administrative Manager will notify you that:

- the distribution will not be taxed currently to the extent transferred to another qualified pension plan or Individual Retirement Account (IRA), and
- the transfer must be made within sixty (60) days of receipt in order to qualify for this tax-free rollover treatment.

However, if your total Credit Account balance does not exceed \$1,000.00 on your Annuity Starting Date, 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 Credit 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 begin making benefit payments to you within a reasonable time after you notify the Administrative Manager of your intent to retire and have completed the necessary retirement application forms.

VI. BENEFITS PAYABLE AT DEATH.

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

Upon becoming a Participant, you may designate, on a form provided by the Trustees, the name of your **Beneficiary**. If you are married, the Beneficiary shall be your spouse, provided that you and your spouse have been married to each other throughout the twelve (12) month period preceding the date on which benefits became payable. Upon your death, all benefits in your Credit Account will automatically be paid to your spouse, unless your spouse has executed a legal waiver of such benefits.

If you are not married, all benefits in your Credit Account will be paid to your designated Beneficiary. You should be sure that you have a current Beneficiary designation on file at the Fund Office to insure that the value of your Credit Account will be paid to the person of your choice in the event of your death.

If no valid beneficiary designation form has been filed with the Board of Trustees at your date of the death (or if you are not survived by either a primary beneficiary or a contingent beneficiary), the Lump Sum Death Benefit will be paid to the person (or in equal shares to the persons) in the following order:

1. If you die and a death benefit is payable, the benefit shall be first paid to your legal spouse, if any.
2. If your legal spouse predeceased you or has ceased to be your legal spouse, the death benefit shall be paid to your lineal descendants, *per stirpes*, in equal parts.
3. If there is no legal spouse or lineal descendants, the death benefit shall be paid to your parents and siblings, *per stirpes*, equal parts.
4. If no legal spouse, lineal descendants, parents, or siblings are alive, the death benefit shall be paid to your estate.

If your Beneficiary is living at your death but your Beneficiary dies prior to receiving the entire death benefit, the remaining portion of such death benefit will be paid to deceased Beneficiary's estate in one lump sum. In any case, such lump sum must be distributed within five (5) years after your death. To the extent provided in a Qualified Domestic Relations Order, your former spouse will be treated as your Spouse.

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

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

For example, if you are married at the time of your death and did not waive the Joint and Survivor Annuity, your surviving spouse will receive a monthly benefit which is equal to 50% of the monthly benefit you were receiving while you were alive. By contrast, if you are married at the time of your death and you previously waived, with your spouse's consent, the Joint and Survivor Annuity in favor a lump sum distribution equal to 100% of the value of your Credit Account, your surviving spouse will not receive any benefit upon your death because no death benefits are payable to your surviving spouse after you receive a lump sum distribution equal to the entire amount of your Credit Account.

C. What Death Benefits Are Payable If I Should Die Before I Have Begun Receiving Benefit Payments?

1. Married Participants.

If you are married at the time of your death and you die before the distribution of your benefits has begun, the Administrative Manager will use the amount in your Credit Account to purchase, from an insurance company, a monthly annuity for the life of your surviving spouse. This **preretirement survivor annuity** will provide your surviving spouse, upon your death, with a monthly benefit for the rest of his or her life.

However, you may waive, with your spouse's consent, the preretirement survivor annuity. Upon your death, your surviving spouse may elect to have the amount in your Credit Account distributed to him or her in one of the optional forms of payment set forth in Section A.1. of Article V above. To permit your spouse to have your Credit Account distributed in a form other than the preretirement survivor annuity, your spouse must give his or her written consent to your waiver. Further, your spouse's consent must acknowledge the financial effect of your election and must be witnessed by a Plan representative or a notary public.

Without regard to whether you are married, if the amount in your Credit Account does not exceed \$1,000.00 on the Annuity Starting Date, the Administrative

Manager will distribute your Credit Account balance to your surviving spouse in one lump sum.

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 after 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. You are not required, or in fact permitted, to make contributions to your Credit Account. Employer contributions will be suspended while you are absent from employment because of an authorized leave of absence or military leave (subject to the provisions of Section H 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.

The amount of the contribution made on your behalf will depend on whether you are included in Group A, Group B, or Group C under the Collective Bargaining Agreement. The contribution rates for participants in Group A, Group B, and Group C are set forth in the current Collective Bargaining Agreement.

During May of each year and effective each June 1, you may elect, on such forms and in such manner as the Board of Trustees may prescribe, to be in Group B or Group C. Your election to be in Group B or Group C is irrevocable until the next June 1. You are automatically included in Group A if you do not timely file an election to be in Group B or Group C. Further, unless you change your group classification during the annual election period in May each year, your group classification election will automatically be renewed on June 1 of each successive Plan Year.

If you are in Group B or Group C and terminate employment with one Contributing Employer and, during the same Plan Year as the Plan Year in which you terminated employment, become employed by another Contributing Employer, your prior group classification election will remain in effect, and your group classification with your new Contributing Employer will be the same as your group classification with your prior Contributing Employer. You are responsible for notifying your new Contributing Employer that you are in Group B or Group C.

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. You are not required, or in fact permitted, to make contributions to your Credit Account. Employer contributions will be suspended while you are absent from employment because of, for example, an authorized leave of absence or military leave (subject to the provisions of Section 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 Plan For The Hours I Worked?

If the Employer for which you work does not make contributions to the Plan for the hours you worked, you will not receive credit for the amount of money that the Employer did not contribute since the Plan did not receive the money for your Hours of Work. Your Credit Account balance will reflect only the amount of Employer contributions which have been actually received by the Plan. If the Plan does not receive the money that is owed by your Employer for the hours you worked, your Credit Account cannot be credited for the unpaid contributions.

You should promptly report any unpaid contributions to the Administrative Manager or to your bargaining unit representative. The Trustees have the power to demand, collect and receive Employer contributions to the Plan, including the right to commence legal proceedings against a delinquent Employer to collect the amount of unpaid contributions.

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

No, except for 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 and for administrative expenses that are incurred to maintain the Plan. Under no circumstances may an Employer or other persons use such funds for purposes other than the exclusive benefit of the Plan's Participants or Beneficiaries.

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

At the close of each business day, the value of your Credit Account will be determined on the basis of the amount of Employer contributions that have been credited to your Credit Account, including any earnings or losses on those contributions, less your pro rata share of the Plan's administrative expenses, if any. The Plan's administrative expenses include costs such 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 part of the Fund's overall investment program. At the close of each business day, all Employer contributions that have been allocated to your Credit Account will be adjusted, beginning with the actual date on which each such contribution was deposited, for investment earnings and losses on the segregated investment funds that you have selected. If you have not properly elected to direct your investments, then your Vested Account Balance will be invested in the Plan's designated qualified investment alternative (as explained in Section B of Article IX), as determined by the Trustees, and your Credit Account will be adjusted at the close of each business day for the income or loss on such investment in the default fund.

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

Upon the occurrence of any event calling for the payment of any annuity, single sum amount, or other benefit from this Plan, the amount to be paid, subject to the Plan's specific provisions, will be the amount of your Credit Account as of the date of the event, as determined pursuant to Section D of this Article VII.

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

Yes, if your distribution qualifies as an **eligible rollover distribution**, you may elect to have any portion of your distribution directly rolled over, within sixty (60) days after you elect to do so, to an individual retirement account ("IRA") or another employer-sponsored, tax-qualified retirement plan. These kinds of 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 retirement plan that accepts rollovers. If you elect a direct rollover, you are not taxed on the amount rolled over until you later withdraw it from the IRA or the retirement plan that received the direct rollover.

Your surviving spouse or, in divorce cases, a spouse or former spouse who is an "alternate payee" under a so-called "Qualified Domestic Relations Order" may also be eligible to make a direct rollover of an eligible rollover distribution. Effective for distributions on or after January 1, 2008, a non-spouse beneficiary of your death benefit is also permitted to make a direct rollover of an eligible rollover distribution to an IRA.

The Administrative Manager will be able to tell you what portion, if any, of your distribution from the Plan is eligible for a direct rollover.

H. What Happens If I Enter the United States Military Service?

If you enter the United States 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;
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); and
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 United States 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 reemployment rights and became re-employed pursuant to USERRA.

Effective January 1, 2007, the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") provides additional benefits and incentives to military personnel under USERRA. Pursuant to the HEART Act, if you die on or after January 1, 2007 while performing qualified military service under USERRA, your survivors will be entitled to any additional benefits provided under the Plan as if you had resumed employment with your pre-military employer in accordance with USERRA and then terminated employment with the employer on account of death.

Any further questions concerning the administrative procedures governing your eligibility for reemployment rights and benefits pursuant to USERRA will be resolved by the Board of Trustees in their sole discretion, and their decision shall be final and binding.

VIII. 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 are 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, by the unanimous vote of the then duly elected Trustees, 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 a notary public. You may request a hardship withdrawal prior to attaining

age 59½. If you have not attained age 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 satisfy such hardship, including a representation by you that the financial need cannot be relieved through:

1. reimbursement or compensation by insurance or otherwise;
2. reasonable liquidation of your assets, to the extent such liquidation would not itself cause an immediate and heavy financial need; or
3. other distributions or nontaxable loans from other plans maintained by an Employer, or 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, of 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 the end of the fifth Plan Year following the Plan Year in which you became vested in your Credit Account. Further, you may not withdraw more than 50% of your vested interest in your Credit Account based upon contributions made on or after June 1, 1996. **The portion of your Credit Account attributable to contributions and earnings made prior to June 1, 1996 is not eligible for hardship withdrawal distributions.** If you satisfy the Plan's eligibility requirements for a hardship withdrawal, the administrative expenses incurred in the processing of the hardship withdrawal may be charged to your 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 by the hardship will be made on a uniform and nondiscriminatory basis by the Trustees, based on the standards set forth in the Plan and this Summary, and considering all relevant facts and circumstances. The Trustees, in their discretion, may permit hardship withdrawals with respect to only to the following:

1. medical expenses incurred by you, your spouse or dependents, to the extent that such expenses are deductible for federal income tax purposes under Code Section 213(d) (determined without regard to whether such expenses exceed 7.5% of your adjusted gross income)

and are not subject to reimbursement through insurance or other coverage;

2. major uninsured casualty losses; or
3. threatened eviction from or foreclosure on your principal residence.

The decision of the Trustees to permit a hardship withdrawal will be final and binding and conclusive. The Trustees reserve the right to:

1. add to, modify, or change the terms or conditions for hardship withdrawals, or
2. eliminate hardship withdrawals from the Plan

at their sole discretion, at any time, and for any reason, and the Trustees' decision shall be final and binding.

E. How Does A Hardship Withdrawal Affect Your Eligibility to Have Employer Contributions at the Group B or Group C Rate?

If you are in Group B or Group C and obtain a hardship withdrawal, you will not be permitted to have Employer Contributions at the Group B or Group C rate for a period of six (6) months following the hardship withdrawal. The suspension of your Employer Contributions at the Group B or Group C rate applies if your hardship withdrawal includes contributions of elective deferrals. For this purpose, the term "elective deferrals" means the excess of Employer Contributions at the Group B or Group C rate, as applicable, over Employer Contributions at the Group A rate. If your hardship withdrawal includes amounts that are considered elective deferrals, you will be limited to having Employer Contributions at the Group A rate for a period of six (6) months following the hardship distribution.

IX. PARTICIPANT DIRECTED INVESTMENTS.

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

You may direct the investment of your Vested Account Balance among alternative investment funds established as part of the Fund's overall investment program. Unless otherwise determined by the Trustees, such investment funds will be restricted to the funds offered by the Trustees. Your right to direct the investment of the vested portion of your Credit Account balance will 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 Administrative Manager

and/or Investment Manager to make an investment, you have undertaken the responsibility for the success or failure of that investment choice.

The Trustees, at their sole discretion, 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 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. You are responsible for directing the investment of the vested portion of your Credit Account among the Plan's alternative investment funds. The Trustees are not responsible for directing the investment of your vested Credit Account balance. If you do not direct the investment of your vested Credit Account balance, the entire amount of the vested portion of your Credit Account balance will be invested in the Plan's **Qualified Default Investment Alternative** ("QDIA"), which is one of the alternative funds. The Trustees have the sole discretion to designate which fund is the QDIA. This designation is subject to change at the sole discretion of the Trustees, and the Trustees' decision is final and binding.
2. The investment of your Credit Account in the Plan's QDIA is subject to the following rules:
 - (i) If you are invested in a QDIA, any material provided to the Plan relating to the investment in the QDIA (such as account statements, prospectuses, and proxy voting material) will be passed on to you or your Beneficiary.
 - (ii) At least thirty (30) days prior to the date the Plan first invests your Credit Account in a QDIA, and at least thirty (30) days prior to the beginning of each Plan Year thereafter, you or your Beneficiary, as applicable, will receive notice of your right to designate how Employer Contributions and earnings on those contributions will be invested, including an explanation of the circumstances under which assets in your Credit Account may

be invested in a QDIA. The notice will also describe the QDIA, including a description of the investment objectives, risk and return characteristics and fees or expenses attendant to the QDIA. The notice will also describe your or your Beneficiary's right to direct assets invested in a QDIA to any other applicable investment alternative and explain where you or your Beneficiary may obtain investment information concerning the other investment alternatives under the Plan.

- (iii) You or your Beneficiary, as applicable, may elect to transfer all of your Account Balance from one available **Investment Option** to another (including from the QDIA to another Investment Option) by using an Internet online information system or automated voice response system. 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 may, but are not required to, include financial penalties otherwise applicable to a Participant who expressly elected to invest in the QDIA.
 - (iv) Changes to your investment alternative may be made at least once per election quarter throughout the Plan Year.
- 3. You may elect to transfer all or part of your Credit Account balance from one Investment Option to another by following the procedures established by the financial institution approved by the Trustees.
- 4. The Administrative Manager and/or Third Party Administrator will be responsible for properly transferring Employer Contributions to the Investment Manager, which will be responsible for properly crediting the Employer Contributions to the Investment Option selected for or by you.
- 5. Except as otherwise provided in the Plan, neither the Trustees nor any fiduciary of the Plan will 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 QDIA.
- 6. This Plan is intended to meet federal legal requirements for plans that permit Participant-directed investments. These requirements are set forth in Section 404(c) of the Employee Retirement Income Security

Act of 1974 ("ERISA") and related regulations. Because you direct how the contributions to your Credit Account are invested, the Trustees and the Plan's other fiduciaries, who would otherwise be responsible under federal rules for directing investments, are relieved of this responsibility with respect to those contributions. Therefore, the Plan's fiduciaries are not liable under the law for any losses to your Credit Account resulting from action taken (or action not taken) at your direction or on behalf of you. The fiduciaries are still responsible, however, for providing you with diverse investment opportunities and sufficient opportunity to direct the investment of your Credit Account.

You may change your Investment Option selections under conditions prescribed by the Trustees. 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, please contact the Administrative Manager and/or the Investment Manager.

X. DOMESTIC RELATIONS ORDER.

A. What Is A Qualified Domestic Relations Order?

Your Plan, in accordance with current 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" (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 the International Brotherhood of Electrical Workers, Local Union No. 32, 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.

A. How Do I Make A Claim For Benefits?

You may make a claim for benefits by sending a written request for a benefit application form to the Fund Office, Compensation Programs of Ohio, Inc., 33 Fitch Boulevard, Austintown, Ohio 44515, or by contacting the Fund Office by phone at (800)

435-2388. Complete the application and return it along with proof of your age (birth certificate, passport, etc.) to the Fund Office. The Fund Office 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 along with any proof required by the Administrative Manager to determine your Benefit rights to the Fund Office.

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?

In the event your application 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 indicate those specific portions of the Plan and/or rules and regulations upon which the decision is based, and will also contain any other information required by law. Further, any denial or restricted acceptance will be accompanied by an explanation of your rights to and procedure for appealing the decision to the Board of Trustees. Any non-approval shall be accompanied by an explanation of the Appeals Procedure and a statement regarding your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal. The decision shall be final and binding upon you unless that decision is appealed as hereinafter set forth. Any benefits provided or administered by an insurance company will be subject to the insurance company's claims review procedure.

E. How May I Appeal An Adverse Decision By The Board Of Trustees?

You may appeal a decision of the Board of Trustees by **written** notice received by the Board of Trustees within sixty (60) days after receipt of the notice of initial adverse decision at the following address: IBEW Local 32 – NECA Profit Sharing Annuity Plan, 33 Fitch Boulevard, Austintown, Ohio 44515. The written notice must include:

1. your name;
2. your social security number;
3. your address;

4. your telephone number;
5. the date you filed your claim;
6. the type of claim you are making (for example, retirement or termination)
7. the reasons you disagree with the decision on your claim; and
8. the decision you are appealing.

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 quarterly 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 quarterly meeting. In the latter case, the Board of Trustees may consider the appeal at the second regular quarterly 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?

The Trustees shall consider the appeal no later than its next regular quarterly 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 quarterly meeting, then the Board of Trustees may consider the appeal at the second regular quarterly 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.

After consideration of the appeal as above, the Board of Trustees shall advise you of its decision in writing within five (5) days following 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 refer to the specific plan provisions on which the benefit determination is based. Any non-approval shall be accompanied by:

1. 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;
2. a statement apprising you that "You or your plan may have other voluntary 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 and your state insurance regulatory agency"; and
3. 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.

You may, by written notice received by the Board of Trustees within fifteen (15) days of the mailing of the decision of the Trustees specified in the preceding paragraph, request a full hearing before the Board of Trustees. The written notice need only state your name, address, and the fact that you are requesting a full hearing before the Board of Trustees, giving the date of the decision of the Trustees.

After receipt of the notice specified in the preceding paragraph, the Board of Trustees will notify you in writing of the date, time and place set for a full hearing on your application by regular mail addressed to your address as shown on the notice of appeal. In no event will the date for the hearing be set for a time longer than the third regular meeting of the Board of Trustees following the receipt of the notice of appeal.

The time and place for the appeal hearing will be convenient and accessible to you, and you may, but need not, be represented by an attorney of your choice. At any time prior to the hearing, the Board of Trustees, at your written request, will reveal to you all sources of information outside of the application itself upon which the rejection or restriction was based, and allow you to examine all documents and records relating to the rejection or restriction then in the possession of the Board of Trustees.

G. What Procedures Are Followed At The Full Hearing Before The Board of Trustees?

A full written record will be kept of the proceedings at the full hearing before the Board of Trustees, and the following rules shall apply:

1. In conducting the hearing, the Board of Trustees shall not be bound by the usual common law or statutory rules of evidence.

2. You and/or your attorney, if you have one, will have the right to review the written record of the hearing, make a copy of it, and file objections to it.
3. Copies of all documents and records introduced at the hearing will be attached to the record of the hearing and made a part of it.

All information upon which the Board of Trustees based its original decision will be disclosed to you at the hearing. In the event additional evidence is introduced by the Trustees which was not made available to you prior to the hearing, you will be granted a continuance, not to exceed thirty (30) days, if you so request it. For purposes of this Section, evidence discovered upon examination of your witnesses shall not be considered "new evidence."

You will be afforded the opportunity of presenting any evidence in your behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so that the Board of Trustees may, if it chooses, investigate and determine the accuracy of your new evidence and whether additional evidence should be introduced.

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

Within thirty (30) days after the conclusion of your appeal, you will be mailed written findings of fact and the determination of the Board of Trustees. The decision of the Board of Trustees shall be final, binding and conclusive. The decision will inform you of your right to bring a civil action under Section 502(a) of ERISA. However, no legal action regarding your benefits may be commenced or filed against the Board of Trustees or the Plan more than two (2) years after the mailing of the decision of the Board of Trustees on appeal.

XII. 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 in which all, or a part, of your benefits might be attached would be a situation in which 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 type of attachment

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 Article X for additional information on QDROs.) The Administrative Manager will determine if a court order is a QDRO.

B. May The Terms Of The Plan Be Amended?

Yes, the terms of the Plan may be amended. The Board of Trustees, in their sole discretion, has the right, at any time and for any reason, 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 will affect your rights only to future benefits under the Plan.

In addition to the right to amend the Plan and Trust Agreement at any time, the Board of Trustees has the sole discretion, at any time, to—

1. merge or consolidate the Plan with any other qualified plan and trust fund;
2. transfer the assets and liabilities of the Plan and Trust Fund to any other qualified plan and trust fund; or
3. 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 is ever terminated, or if there is a partial termination affecting you, your entire Credit Account balance will be nonforfeitable as of the date of such termination or partial termination.

The Board of Trustees, in its sole discretion, has the right, at any time and for any reason, 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.

If the Board of Trustees decides to terminate the Plan and Trust, the Board of Trustees will proceed as follows:

1. The Board of Trustees will 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 of Trustees will allocate asset income and appreciation (or depreciation) realized to all Credit Accounts. These amounts will 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 such Valuation Date and the date on which the Plan and Trust are terminated.
3. The Board of Trustees will prepare or have prepared such documents as are required to obtain from the Internal Revenue Service a ruling regarding the termination of this Plan and Trust Agreement. Until such ruling is received, no distributions will be made. Upon receipt from the Internal Revenue Service a ruling that—
 - (i) this Plan has met the requirements of Code Section 401(a) that the Trust is exempt from taxation under Code Section 501; and
 - (ii) the termination of the Plan will not adversely affect the prior qualification of the Plan nor the exempt status of the Trust,the Trustees will proceed as provided in 4. below.
4. After the payment of all fees and expenses in connection the Plan's termination, the Board of Trustees will distribute to each Participant's Credit Account as computed in accordance with 2. above. This distribution will be made in cash or in kind. Upon making this distribution, the Trustees will obtain a release from each Participant in a form satisfactory to the Fund's legal counsel.

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

The Board of Trustees may enter into **Reciprocal Agreements** with the pension funds of other local unions of the International Brotherhood of Electrical Workers, and such Reciprocal Agreements will be money-follows-the-man reciprocity agreements. That means that if you work in the jurisdiction of another local union of the International Brotherhood of Electrical Workers which is signatory to a Reciprocal Agreement with this Plan, then the hours worked and employer contributions received on your behalf into the pension fund of the other local union will be transferred into this Plan under such Reciprocal Agreement and will be credited as Hours of Work for crediting service under this Plan, subject to any adjustments provided in such Reciprocal Agreement. If you are working in the jurisdiction of another International Brotherhood of Electrical Workers local union which is signatory to a Reciprocal Agreement with this Plan, you should notify the Fund Office so that your hours worked and employer contributions are properly transferred into this Plan. If you have any questions 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 directly to your own Credit Account. Recognizing this, the federal government does not require defined contribution plans to buy plan termination insurance. Defined contribution plans like the Plan are not permitted to purchase plan termination insurance. Therefore, the Plan is not insured under ERISA Title IV, the Pension Benefit Guaranty Corporation's insurance program.

F. Official Plan Records

The Trustees will rely upon the Official Plan Records in determining your eligibility for benefits. In the event of a discrepancy between the records maintained by the Plan and a claim you assert, the Trustees will rely the Official Plan Records unless shown to their satisfaction that the additional or other records are valid and that they should rely upon those records. You have the burden of proving a claim for benefits which differs from the records established and maintained by the Plan.

XIII. ERISA RIGHTS.

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

As a Participant in the IBEW Local No. 32 - NECA Profit Sharing Annuity 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:

1. Examine, without charge, at the Plan Administrator's office and at other locations (certain worksites and the Union Hall), all plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the United States Department of Labor, such as annual reports and plan descriptions.
2. Obtain copies of all plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies, not to exceed \$.25 per copy.
3. Receive a summary of the Plan's Annual Report (Form 5500). The Plan Administrator is required by law to furnish each Participant with a copy of this summary financial report.
4. Obtain once a year a statement of the total pension benefits accrued and non-forfeitable (vested), if any, or the earliest date on which benefits will become non-forfeitable (vested). The Plan may require a written request for this statement, but it must provide the statement free of charge.
5. Receive a written explanation from the Plan Administrator if your claim for a benefit is denied in whole or in part. You have the right to have your claim reviewed and reconsidered.
6. Not be discharged or discriminated against to prevent you from obtaining a benefit or for exercising your ERISA rights.

In addition to creating rights for Plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of an employee benefit plan. These persons are referred to as "fiduciaries" in the law. Fiduciaries must act solely in the interest of the Plan Participants and must exercise prudence in the performance of their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan.

B. May I Receive Additional Assistance In Resolving A Dispute?

Under certain circumstances, outside assistance may be necessary to resolve disputes between you and Plan officials. For example:

1. If you are improperly denied a pension benefit in full or in part, you have a right to file suit in a federal or state court within the time period permitted under Section H of Article XI of this Summary.

2. If Plan fiduciaries are misusing the Plan's money, or if you are discriminated against for pursuing a benefit or exercising your ERISA rights, you have a right to file suit in a federal court or request assistance from the United States Department of Labor. If you are successful in your lawsuit, the court may, if it so decides, require the other party to pay your legal costs, including attorney's fees. If you lose your suit, the court may order you to pay the costs and a fee if, for example, the court decides your suit was frivolous.
3. If any materials requested are not received, you may file suit in a federal court, unless the materials were not sent because of matters beyond the Plan Administrator's control.

If you have any question about this Summary or your rights under ERISA, you should contact the Administrative Manager at (330) 666-0337 or 1-800-367-3762. 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, United States Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, United States 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. The nearest Area Office of the Employee Benefits Security Administration is the Cincinnati Regional Office, 1885 Dixie Highway, Suite 210, Fort Wright, Kentucky 41011-2664 at (859) 578-4680.

Now that you have finished reading this Summary, please call the Administrative Manager at (330) 666-0337 or (800) 367-3762 if you have any questions.

**BOARD OF TRUSTEES OF THE IBEW LOCAL 32 –
NECA PROFIT SHARING ANNUITY PLAN**