Summary Plan Description

of the

Local Union #306 I.B.E.W.
401(k) Wage Reduction Retirement Plan

for the

Local Union 306
International Brotherhood
of
Electrical Workers

Effective September 1, 2005

TO ALL PARTICIPANTS AND THEIR BENEFICIARIES:

The International Brotherhood of Electrical Workers Union Local No. 306 wishes to recognize the efforts its members have made to its success and to reward them by adopting a 401(k) Profit Sharing Plan. This 401(k) Profit Sharing Plan will be for the exclusive benefit of the eligible members and their beneficiaries.

Your Plan is a "cash or deferred profit sharing plan." It is also called a "401(k) plan." Under this type of plan, you may choose to reduce your compensation and have these amounts contributed to the Plan on your behalf.

The purpose of this Plan is to reward eligible members for long and loyal service by providing them with retirement benefit. Between now and your retirement, your employer intends to make contributions of the wages deferred by you for you and other eligible members. When you retire, you will be eligible to receive the value of the amounts which have accumulated in your account.

Regardless of your age, if you decide to change jobs, quit, or retire, your rights to benefits under the Plan could be affected. You should contact the Administrative Manager of the Plan about your situation before you reach a final decision. The Administrative Manager will provide you with information about your rights under the Plan so that you can make an informed decision.

Please read this booklet carefully. If you do not understand any part of it, please contact the Administrative Manager of the Plan. The Administrative Manager will provide you with a further explanation. This Summary has been prepared for your benefit, and the Trustees want you to understand the plan and your rights.

The Trustees have submitted this Plan to the Internal Revenue Service for approval. The Internal Revenue Service has issued a "determination letter" to the Trustees approving this Plan as a "qualified" retirement plan, if this Plan meets specific legal requirements.

This Summary Plan Description is a brief description of your Plan and your rights, obligations, and benefits under that Plan. This Summary Plan Description is not meant to interpret, extend, or change the provisions of your Plan in any way. The provisions of your Plan may only be determined accurately by reading the actual plan document. The interpretation of this Plan is solely within the discretion of the Trustees.

A copy of your Plan is on file at your Union hall and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. If you have any questions regarding either your Plan or this Summary Plan Description, you should ask your Administrative Manager. In the event of any discrepancy between this Summary Plan Descriptions and the actual provisions of the Plan, the Plan will govern.

Sincerely,

Board of Trustees, Local Union 306, IBEW 401(k)
Wage Reduction Retirement Plan

TABLE OF CONTENTS

I. DEFINITIONS

1.1 **Beneficiary** means a person, other than the Participant, who is receiving or entitled to receive benefits from the Plan because of designation of such benefits by a Participant and because of the provisions of the Plan. The word beneficiary shall not mean an alternate payee under a qualified domestic relations order.

1.2 **Collective Bargaining Agreement** means the successive collective bargaining agreements existing between the Employer and the Union which provides for contributions into the Trust Fund as well as any extension or extensions, renewal or renewals of any such collective bargaining agreement which provides for contributions into this Trust Fund. Collective Bargaining Agreement shall also include Letters of Assent between the Employers and the Union and Assent of Participation between the Union, the Akron Area Joint Apprenticeship Committee and the Trust Fund.

1.3 Compensation Deferral Agreement means an arrangement which you sign that designates a certain percentage of your compensation to be contributed by your Employer to the Plan.

1.4 Covered Employment means employment under the jurisdiction of the Union for which an Employer is obligated by the Collective Bargaining Agreement or other separate agreement approved by the Board of Trustees, to contribute to the Trust Fund pursuant to a Compensation Deferral Agreement. Covered Employment may, with the approval of the Trustees, include the employees of the Union and the Akron Area Joint Apprenticeship Committee.

1.5 Date of Hire means the date on which an Employee first performs an Hour of Service for the Employer.

1.6 Early Retirement Date means with respect to any Participant who elects to retire prior to his Normal Retirement Age, the first day of the month after he attains age fifty-five (55) on which the Participant elects to retire.

1.7 Elective Contribution means the Employer's contributions to the Plan that are made pursuant to the Participant's Compensation Deferral Agreement.

1.8 Employee means:

(A) All Employees represented for the purpose of collective bargaining by the Union. These Employees are referred to as collectively bargaining employees.

(B) Employees who are formerly collectively bargained employees who are employed by an Employer who has a Collective Bargaining Agreement with the Union or who are former collectively bargained employees employed by the Union and the Akron Area Joint Apprenticeship Committee and for whom contributions are paid pursuant to Participation Agreements with the Trust Fund. These Employees are also considered collectively bargained employees and shall also be referred to as bargaining unit alumni. Their participation in the Plan is permitted only under certain conditions.

(C) All other Employees of the Union and the Akron Area Joint Apprenticeship Committee who are not represented for the purpose of collective bargaining by the Union who are employed by the Union or the Akron Area Joint Apprenticeship Committee and who participate through contributions under Participation Agreements with the Trust Fund on a non-discriminatory basis. These Employees shall be called non-collectively bargained employees.

(D) The term “Employee” does not include partners or self-employed persons no matter how they are designated, nor shall it include, with the exception of the employees who are not covered under collective bargaining agreements with the

Employer.

1.9 **Employer** means:

(A) The Akron Division, North Central Ohio Chapter, N.E.C.A. (the "Association"),

(B) An Employer who is affiliated with the Association and as a result is a party to a collective bargaining agreement with the Union,

(C) Any individual, firm, association, partnership or corporation performing work in the electrical trade who is bound by a collective bargaining agreement with the Union and/or agrees to participate in the Plan, or

(D) The Union and the Akron Area Joint Apprenticeship Committee or the Trustees, if the Trustees have passed a resolution providing such coverage and an Agreement exists with the Fund for the payment of contributions.

1.10 **Individual Account** means the entire account established for each Participant for Elective Contributions.

1.11 **Investment Fund** means each Fund that has been established by the Trustee to which a Participant may direct all or a portion of his Individual Account.

1.12 **Investment Manager** means any fiduciary who has been designated by the Trustees to manage, acquire, or dispose of any assets of the Fund.

1.13 **Late Retirement Date** means the Anniversary Date (hereinafter defined as the date of the event) coinciding with or next following a Participant's actual Retirement Date after having reached his Normal Retirement Date, provided however the late retirement date shall be April 1 of the calendar year following the calendar year of the later of the participant's attainment of age 70 _ or if the Participant so elects April 1st of the calendar year following the date of the Participant's cessation of work in Covered Employment.

1.14 **Normal Retirement Age** means 59 1/2.

1.15 **Normal Retirement Date** means the first day of the month coinciding with or next following the Participant's Normal Retirement Age.

1.16 **Participant** means any Eligible Employee who elects to participate in the Plan, subject to Article II and has not for any reason become ineligible to participate further in the Plan.

1.17 **Plan** means Local Union 306, I.B.E.W., 401(k) Wage Reduction Retirement Plan and all amendments and revisions.

1.18 **Retired Participant** means a person who has been a Participant, but who has become entitled to retirement benefits under the Plan.

1.19 Retirement Date means the date as of which a Participant retires for reasons other than Total and Permanent Disability, whether such retirement occurs on a Participant's Normal retirement Date, Early Retirement Date, or Late Retirement Date.

1.20 Total and Permanent Disability means a Participant has been disabled by illness or injury so as to be incapable of employment in the type of work covered under the Collective Bargaining Agreement or a Participation Agreement.

1.21 Trust Agreement means the Agreement and Declaration of Trust dated as of April 1, 1997, signed by the Trustees, and all amendments and revisions.

1.22 Trust Fund means the self-administered trust known as the Local Union 306, I.B.E.W., 401(k) Wage Reduction Retirement Fund established under the Trust Agreement and includes all of the assets of the Plan and Trust.

1.23 Union means Local Union No. 306, International Brotherhood of Electrical Workers.

II. PLAN ADMINISTRATION

2.1 What is the purpose of the Plan?

The purpose of the Plan is to provide a systematic and advantageous method of savings and investment for your retirement. This is a defined contribution plan which provides individual participant accounts.

2.2 Plan effective Dates.

The provisions of your Plan became effective on May 1, 1997. The Plan has been restated with an effective date of January 1, 2002.

2.3 Plan Name and Address.

Local Union 306, I.B.E.W. 401(k) Wage Reduction Retirement Plan
33 Fitch Boulevard
Austintown, Ohio 44515
(800) 435-2388

2.4 Plan Sponsor.

Board of Trustees, Local Union 306, I.B.E.W. 401(k) Wage Reduction
Retirement Plan
33 Fitch Boulevard
Austintown, Ohio 44515

(800) 435-2388

2.5 Administrative Manager.

Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515
(800) 435-2388

2.6 Investment Manager.

Putnam Investments
1 Post Office Square
Boston, MA 02109

2.7 Record Keeper

Mercer HR Outsourcing
Investors Way
Norwood, Mass. 02062

2.8 Board of Trustees:

N.E.C.A. Management Trustees

Roland Sequin
Thompson Electrical, Inc.
49 North Moreland Avenue
Monroe Falls, Ohio 44262-1717

Gregg Hughes
Hughes Electric, Inc.
2249 Ridgewood Road
Medina, Ohio 44256

Andrew Montecalvo
Montecalvo Electric, Inc.
1942 Newton Street
Akron, Ohio 44305

George V. Mroz
Hirsch Electric, Inc.
1245 S. Cleveland-Massillon Road

Suite 14
Akron, Ohio 44321-1657

I.B.E.W. Union Trustees

Timothy Moore
625 E. Britain
Creston, OH 44217

James Betz
4546 Ridgewood Road
Copley, OH 44321

Earl Krebs
4665 Estes Drive
Kent, Ohio 44240

Michael Kammer
52 Bermont Avenue
Monroe Falls, Ohio 44262

2.9 Agent for Legal Process.

William B. Gore
Macala, Baasten, McKinley & Gore LLC
4150 Belden Village Street, Suite 604
Canton, Ohio 44718

Service of legal process may be made upon the Board of Trustees or upon any individual Trustee.

2.10 The Plan's Federal Tax ID Number.

31-1516748

2.11 Federal Plan Identification Number.

002

2.12 <u>Collection Agency</u>

Akron Electrical Fringe Benefit Fund
495 Wolf Ledges Parkway
Akron, Ohio 44311

2.13 Collective Bargaining Agreements.

This Plan is maintained pursuant to a Collective Bargaining Agreement between Local Union No. 306, I.B.E.W. and the Akron Division, National Electrical Contractors Association (NECA). You may obtain a copy of the Collective Bargaining Agreement by writing to the Local Union or the Administrative Manager, or may examine the Collective Bargaining Agreement at the office of the Local Union. Participants and Beneficiaries may receive from the Plan Administrative Manager, upon written request, information as to whether a particular employer is a sponsor of the Plan and, if the employer is a plan sponsor, the sponsor's address.

2.14 Plan Year and Financial Reports.

The Plan maintains its financial records on a Calendar Year basis commencing each January 1 and ending on December 31 referred to as the Plan Year. All government filings of a financial nature are reported on a Plan Year basis.

2.15 Plan Administration.

The Plan is administered by a Board of Trustees made up of an equal number of Union and Employer representatives in accordance with an Agreement and Declaration of Trust. The Board will assume the major responsibilities for the day-to-day operation and interpretation of the Plan and will be responsible for the reporting and disclosure requirements of law. The Board has the authority to delegate some of its duties for the day-to-day administration and in this regard, has appointed an Administrative Manager to represent it in certain situations. The Board, however, is the "Administrator" as that term is defined under the relevant laws. The assets of the Plan are held, administered, and invested by the Custodian and the Investment Manager at the direction of the Trustees and Plan participants.

III. ELIGIBILITY AND PARTICIPATION

3.1 Who is eligible to participate in the Plan?

If you are an Employee who worked for an Employer under the Collective Bargaining Agreement or other Agreement on the effective date of this Plan, you are eligible to participate in this Plan.

If you were not working on the effective date of this Plan, but you earned one thousand (1000) hours of service in the year prior to the effective date, then you are eligible to participate once you earn one (1) hour of service during any Plan Year.

Any other Employee will be eligible to participate once you earn one (1) year of service in the Plan. A "Year of Service" means a twelve (12) consecutive month period during which you complete 1,000 hours of service.

3.2 How do I become a participant?

Once you have satisfied your Plan's eligibility requirements, your next step will be to actually become a member or a "participant" in the Plan.

Once you become eligible to participate in the Plan, you will be notified of your eligibility to participate. Thereafter, the Union, upon request, shall provide you with an enrollment form, beneficiary form and Compensation Deferral Agreement, if applicable. You must indicate on these forms your intention to participate in the Plan.

Provided you are eligible pursuant to paragraph 3.1 above, you will become a participant on the specified day of the Plan Year that you elect to participate in the Plan. This day is called the Effective Date of Participation.

No person who is a five percent (5%) owner of any Employer shall be eligible to participate in this Plan.

3.3 When does my participation in the Plan cease?

If you have failed to be employed by any Employer and your failure to be employed has lasted for a period of at least three (3) consecutive months, your participation in the Plan will cease and you will be considered a Former or Terminated Participant.

3.4 What happens if I start working for an Employer after my Participation ceases?

If you cease employment with all covered Employers, but are subsequently rehired as an Employee, you will be eligible to participate in the Plan on the date you complete one (1) hour of service in Covered Employment.

IV. CONTRIBUTIONS AND ALLOCATIONS

4.1 Am I allowed to make contributions?

Yes. As a participant, you can enter into a Compensation Deferral Agreement (by filing a form which will be provided to you by your union or Administrative Manager) which allows you to reduce your pay in whole percentages of your total compensation from one percent (1%) to seventy five percent (75%), up to a maximum of Fourteen Thousand Dollars ($14,000.00) in the calendar year of 2005. (This dollar amount will be adjusted for cost-of-living increases effective January 1 of each calendar year thereafter as determined by the Internal Revenue Service). The amount withheld from your pay pursuant to a Compensation Deferral Agreement will be deposited by your Employer with the Akron Electrical Fringe Benefit Fund.

In addition, commencing January 1, 2004, Participants who attain age fifty (50) or over during a Plan Year may contribute an additional deferral of compensation over and above the amount set forth in the preceding paragraph of up to Four Thousand Dollars ($4,000.00) in the Plan Year of 2005 and Five Thousand Dollars ($5,000.00) in the Plan Year of 2006. After the Plan Year of 2006, this annual limit will be adjusted for cost-of-living by the Internal Revenue Service. If a Participant wishes to elect to make these additional contributions, he/she should consult with the Fund Office.

4.2 Am I able to stop or change any contributions once I execute the Compensation Deferral Agreement?

You may stop making contributions to the Plan, resume making contributions, or change the amount that is withheld from your pay by making a revised Compensation Deferral Election on a form that will be provided to you by the Union or Administrative Manager upon your request. You may adjust the percentage of contributions withheld from your pay once per plan quarter and this notice must be in writing to the Employer at least thirty (30) days prior to the beginning of the payroll period beginning on or immediately after each plan quarter.

If you elect to make an Elective Contribution pursuant to a Compensation Deferral Agreement, you may terminate such Agreement and stop having the Employer make contributions by providing written notice to your Employer at least thirty (30) days prior to the beginning of the payroll period that you want the discontinuance to be effective. The contributions will be discontinued on the last day of the month following thirty (30) days notice to the Employer.

If you discontinue Elective Contributions, you may resume such Elective Contributions, only if you file a written notice with the Trustees and Employer requesting that the contributions resume at least thirty (30) days prior to the beginning of the Plan Quarter in which you want them to resume. This new election will be effective on the first day of the Plan Quarter.

All written notices given to the Employer under Section 4.2 must also be furnished to the Administrative Manager by you.

4.3 What happens to my contributions if I leave work on an unpaid Leave of Absence?

Elective contributions will be automatically suspended when you terminate your Covered Employment or upon any unpaid leave of absence (including military leave, except as provided hereinafter in Section 4.8, other than a training period not exceeding five (5) days) or temporary layoff.

Contributions suspended by reason of an unpaid leave of absence or layoff shall be automatically resumed, without the necessity of any action by you, when you return to Covered Employment with the same Employer you were working for before the leave of absence or layoff.

4.4 What happens to my Contributions if I change Employers?

If you cease Covered Employment with one Employer but resume Covered Employment with another Employer, the new Employer may continue to make Elective Contributions to the Plan but only if you deliver a copy of your Compensation Deferral Agreement to your new Employer upon the commencement of Covered Employment with the new Employer.

4.5 How much do employers contribute each year?

Your employer will contribute to the Plan, on your behalf, only those amounts which you elect to be withheld from your pay pursuant to a Compensation Deferral Agreement (see Question # 4.1). No other contributions are made by your Employer.

4.6 What limitations are placed on contributions?

As discussed in Question # 4.1, the Secretary of the Treasury establishes the maximum amount of contributions on behalf of each person. This amount is revised from time to time to reflect increases in maximum contribution limits as determined by the Internal Revenue Service. Currently, Federal law provides a yearly limit of $14,000.00 for 2005 which is the maximum amount that can be contributed to the Plan as established by the Internal Revenue Service except those Participants who attained age 50 or over. See Article IV, Section 4.1. Federal law also limits the amount of contributions that may be made on behalf of "highly compensated employees". If you are a highly compensated employee, this limitation may mean that you cannot contribute as much to the Plan as you would like or that a portion of your contributions may be returned to you. The Board or the Administrative Manager will notify you if you are or may be affected by this limitation on "highly compensated employees."

There is also a cumulative aggregate maximum contribution limitation that applies to the sum of contributions accruing under both this Plan and the Local Union 306, I.B.E.W. 401(k) Wage Reduction Retirement Plan. You will be advised if you are affected by this limitation.

4.7 What happens to contributions to this Plan?

The contributions to the Plan are deposited by your Employer with the Akron Electrical Fringe Benefit Fund and forwarded directly by that Fund to the Investment Manager, who maintains your individual account with the Fund. The money contributed to the individual accounts is held by the Investment Manager for the exclusive benefit of the Local Union 306, I.B.E.W. 401(k) Wage Reduction Retirement Plan Participants, Former Participants and Beneficiaries.

4.8 Are my contributions forfeitable?

No. You will always have a nonforfeitable right to all the contributions made on your behalf pursuant to your Compensation Deferral Agreement. This is often referred to as having a vested right in your account. However, your account is subject to earnings and losses. See Section 4.12.

4.9 Can I make contributions to the Plan for Qualified Military Service?

Yes. The Employees shall be given full credit for contributions made for the period of time, not to exceed five (5) years, in which he/she is absent from work due to Military Service. The term “Military Service” shall mean any absence from work by reason of active duty in the Armed Forces of the United States.

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

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

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

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

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

(a) Ordered to or retained on active duty under sections 12301(a), 12301(g), 12302, 12304, 12305, or 688 of Title 10, United States Code, or under 14 U.S.C. 331, 332, 359, 360, 367, or 712;

(b) Ordered to or retained on active duty (other than for training) under any provision of law during a war or during a national emergency declared by the President or the Congress;

(c) Ordered to active duty (other than for training) in support, as determined by the Secretary of the Military Department concerned, of an operational mission for which personnel have been ordered to active duty under 10 U.S.C. 12304;

(d) Ordered to active duty in support, as determined by the Secretary of the Military Department concerned, of a critical mission or requirement of the uniformed services; or

(e) Called into Federal service as a member of the National Guard under Chapter 15 or under Section 12406 of Title 10, United States Code.

(B) Contributions shall be made for the above leave of absence by the Participant. The Participant shall make such make-up contributions upon return from military service, within a time period of three times the time period of military service or five (5) years, whichever is less. The basis for determining the contributions would be the average hours worked by the Participant in the twelve (12) month period prior to entering Qualified Military Service.

(C) In order for an Employee to receive continuing benefits as outlined above, upon the completion of a period of service in the Uniformed Services, said Employee shall notify the respective Employer and the Union with advance written or verbal notice of such service. An Employee, upon the completion period of service in the uniformed services, shall notify the Employer and the Union of the Employee’s intent to return to a position of employment with such Employer as follows:

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

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

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

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

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

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

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

(E) Upon an Employee's honorable discharge from military service the Employee's eligibility status under the Plan will be restored to the status that existed when he/she entered military service, provided the Employee fulfills the notice and documentation requirements outlined above. In addition to said notices, the Employee shall also supply the Fund Office with copies of his/her discharge papers showing the date of his/her induction or enlistment in military service and the date of his/her discharge. Failure on the part of the Employee to file such notice and documentation with the Fund Office may be deemed an indication that the Employee does not wish to restore his/her eligibility status under the Plan.

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

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

4.10 How are my contributions invested?

Your Plan provides for Participant Directed Investments which means that you have the right to elect how the money contributed to your Individual Account is invested.

4.11 How will my funds be invested?

The Investment Manager invests your Plan money in one or more of the Investment Funds pursuant to your direction. A list of the Investment Funds is attached as Exhibit A to this Summary Plan Description. You will indicate on your Enrollment Form your allocation of your current and future contributions into the investment options provided by the Investment Manager. You will periodically receive information from the Investment Manager about Participant Directed Investments, including educational material.

4.12 How do I make my Investment Selections?

You may elect to have the contributions made to the Fund on your behalf directed to various Investment Funds established by the Board of Trustees with the Investment Manger. You may direct the investment of your accounts into one or more of the Investment Funds in one percent (1%) increments. All money in the Plan for your benefit, along with all current contributions, will be invested according to your direction. You may change your investment direction every day. Changes in the investment of your account balances can be made in dollar amounts, percentage and/or shares and will be implemented after the Investment Manager is notified of your changed investment direction. In order to make these investment changes, you may access account information and make changes to your election through the Plan's web site, www. Ibenefitcenter.com, or by calling the Plan's toll free number, 1-877-Union-44, 24 hours a day, 7 days a week.

4.13 How do I share in income from the investments?

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

On each Valuation Date, the Investment Manager is required to make a determination of the value of the Plan's Funds. Your share of this value depends upon the percentage of the Investment Fund which was attributable to your account as of the preceding Valuation Date.

4.14 What is a Valuation Date?

The term "Valuation Date" shall mean the date on which the assets of the Trust shall be valued, as provided for herein, with earnings or losses since the previous Valuation Date being credited, as appropriate to Participant accounts. Notwithstanding anything to the contrary in the Plan, the Valuation date shall be each business day that the Investment Manager and the New York Stock Exchange are each open for business, provided however, that the Investment Manager shall not be obligated to value the Trust in the event, through circumstances beyond its control, appropriate prices may not be obtained for the assets held in investment funds.

4.15 What happens if I do not direct the Investment of my accounts under the Program?

All accounts which are not directed by you according to the procedures and on the form provided by the Trustees, will be directed by the Trustees. A **Trustee Directed Investment,** known as a "default fund" will be a fixed income type investment which at the time of the printing of this Summary Plan Description is the Putnam Stable Value Fund.

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

Apart from the limitations set forth in Section 4.1 above, the Internal Revenue Code provides that the "Annual Additions" allocated to your accounts under the Plan and any other defined contribution plans maintained by your Employer for any calendar year cannot exceed the lesser of:

(A) $40,000 (this figure may be adjusted from time to time to reflect increases in the cost of living), or

(B) 100% of your compensation.

"Annual Additions" are the employer contributions made to the Plan and the I.B.E.W. Local 306 Pension-Annuity Fund combined.

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

4.17 Are there expenses which are charged to my account?

The original start up costs which were expenses of the Fund were not charged to your account. The Trustees annually determine a projected amount for expenses. This projected amount is then assessed to each Participant on a quarterly basis and identified on your quarterly statement from the Investment Manager.

V. RETIREMENT DATES AND BENEFITS

5.1 When are benefits payable?

You or your beneficiary will be entitled to a distribution of your account by reason of: (i) Normal Retirement, (ii) Early Retirement, (iii) Total and Permanent Disability, (iv) Death, or (v) Termination of covered Employment. However, you (or your beneficiary) must file an application to receive your benefit.

5.2 What is "Normal Retirement"?

Your Plan defines "Normal Retirement" as your retirement on or after the day on which you reach age 59 _.

5.3 What is "Early Retirement"?

Your Plan defines "Early Retirement" as your retirement on or after the date in which you reach age 55.

5.4 What is "Total and Permanent Disability"?

Your Plan defines "Total and Permanent Disability" as a Participant who has been disabled by illness or injury so as to be incapable of employment in the type of work covered under the Collective Bargaining Agreement or a Participation Agreement.

5.5 What is "Termination of Covered Employment"?

Your Plan defines "termination of employment" as the date that you terminate your employment with all Employers under this Plan for reasons other than retirement, death, or total and permanent disability and that termination from employment lasts for at least three (3) consecutive months. As a participant, you always will be 100% vested in your account balance. This means that if your employment terminates for any reason, the benefit distributed to you will be equal to the value of your account balance when it becomes distributable.

5.6 May I borrow money from my account?

Yes. The Trustees have approved the borrowing of a portion of your Participant Account as a Plan Loan under certain circumstances. A Plan Loan must be repaid at a prime interest rate plus one percent (1%) on the last business day of the month proceeding the month in which you take your loan. You will receive a loan repayment coupon on a monthly basis. The Plan loan must be repaid over a period of time, not to exceed five (5) years or ten (10) years for a primary residence and must be adequately secured. In order to be adequately secured, only one half of the present value of your account can be obtained as a Plan Loan and the amount of the loan cannot exceed $50,000.00 but must be a minimum of $1,000.00. If you are considered a highly compensated employee, you are not eligible for a Plan Loan, except for approved purchases of real estate.

5.7 How do I obtain a loan?

You may contact Putnam by phone at 1-877-864-6644 any day to request a loan application be mailed to your address of record. Putnam will tell you the maximum amount you may borrow, the interest rate that will apply and the amount and number of monthly loan repayments required to repay your loan based on its term. The loan application must be completed and returned to the Fund Office at the address indicated on the loan application for loan approval. Once Putnam has received the approved loan application from the Fund Office, your loan request will be processed as soon as administratively practicable and, Putnam will mail to you a Truth in Lending Disclosure Statement explaining the financial terms of your loan, along with a check for the amount of your loan.

If you would like to request a loan with a loan term of longer than five (5) years to purchase a principal residence, you must include a copy of a Purchase and Sale Agreement for your new principal residence with your loan application. The Purchase and Sale Agreement must be executed no more than ninety days before you request your loan.

If you are married, you are required by the terms of the Plan to obtain your spouse's consent before obtaining a loan from your account. Spousal consent must be obtained in writing by completing the Consent of Spouse to Participant Loan Section of the loan application. The Consent of Spouse to Participant Loan is only valid for 90 days and must be completed no earlier than 90 days before you actually receive a loan.

Your spouse must sign the Consent of Spouse to Participant Loan Section of the loan application before a Notary Public. The Consent of Spouse to Participant Loan Section of the loan application must be completed for each Loan made to you.

The Trustees have established detailed procedures and rules relating to the Loan Program which can be obtained from the Administrative Manager at any time.

If a loan is denied, you have a right of appeal as set forth in Article VIII.

5.8 What occurs after my loan is approved?

By cashing or depositing the check for your loan, you are agreeing to repay the loan in accordance with the terms of the Truth In Lending Disclosure Statement and this Loan Program. Together, your endorsed or negotiated loan check, Truth In Lending Disclosure Statement and this Loan Program will constitute your Promissory Note and Security Agreement with respect to your loan. Without limiting the foregoing, this means that:

- You agree that your loan payments (including interest and other finance charges) will be made by remittance of a payment, along with a loan coupon, as provided in the payment schedule of the Truth In Lending Disclosure Statement.

- You assign and grant to the Plan a security interest of up to 50% of your vested account balance, not to exceed the balance of your loan immediately after it is made, as security for prompt and full repayment of the loan.

If for any reason you do not wish to accept the loan on the terms of this Loan Program and the Trust In Lending Disclosure Statement, <u>do not cash or deposit the check</u>. Mark the front of the check "VOID" and return it immediately to Putnam. Returned checks will be reinvested in your account on a current market basis, not retroactively to the date the loan was issues.

Your Truth in Lending Disclosure Statement, together with this Loan Program, is your permanent record of the terms of your loan. Keep it with your financial records. Your regular participant statement will show how much you have repaid on the loan, and how it has been reinvested.

Once your loan is approved you will be required to sign a promissory note before receiving your check and payment information. Additionally, you will have a quarterly fee deducted from your account during the course of the loan. Once the loan is repaid, you will be eligible to take another loan if you meet the eligibility requirements again.

5.9 What happens if I fail to make monthly payments on the loan?

If you fail to repay the loan as required by your payment schedule, it will be treated as a default. If you have defaulted on a prior loan, in order to obtain a new loan, you will have to repay the outstanding balance, including accrued interest, of the prior defaulted loan.

The Trustees have the right to pursue you through collection in order to recover the money due under the loan. Additionally, the Trustees will report your default as a taxable deemed distribution to the IRS and you will be responsible for the tax penalties.

5.10 Am I required to make payments on a loan during Qualified Military Service?

Upon notice of Qualified Military Service to the Administrative Manager (see Article IV, Section 4.9 of the Summary Plan Description), the Administrative Manager will suspend payments on your loan. Suspension of loan repayments during Qualified Military Service will not result in a deemed distribution providing the loan repayments resume upon return from such service, the remaining due on the loan is repaid in substantially level installments, and the loan is fully repaid by the end of the original term of the loan plus the period of Qualified Military Service.

VI. PAYMENT OF BENEFITS

6.1 How will my benefits be computed?

The Trustees will determine the total value of the Trust Fund on each business day that the Investment Manager and the NYSE are open for business. On each valuation date, the Trustees can compute the value of each Participant's account balance by adjusting the account of each Participant with gains and losses, and administrative expenses, if any, among the accounts in proportion to their respective relative values. This adjusted value will be the amount that will determine your benefit.

6.2 What are some of the important tax consequences of participation in the Plan?

The Plan is a "401(k) Plan," which means that your compensation deferral contributions generally will not be subject to either Federal or State income tax when contributed, but will be subject to Social Security tax and local income taxes. There are also special tax rules that apply to distributions you receive from the Plan, including potential excise taxes if funds are distributed prior to your Normal Retirement Date and not rolled directly over into an IRA or other qualified retirement plan. The Administrative Manager will provide you with certain tax information at the time you request a distribution from the Plan. You should review carefully the tax rules before applying for any distribution. In addition, you may wish to check with your tax advisor or the Internal

Revenue Service to learn how participation in or distributions from the plan will affect your tax liability.

6.3 How are my benefits paid to me?

Single Participants.

When you become entitled to a distribution, you may elect to receive your account balance either in a single lump sum payment or in equal or nearly equal monthly cash installment payments over a specified period, but in no event will the payments last longer than your life expectancy.

Married Participants.

When you become entitled to receive a distribution as a married participant, the normal form of benefits is the Qualified Joint & Survivor Annuity. Unless a properly executed election and waiver is made in accordance with Section 6.5, below.

Distributions for all participants will be made or commence within a reasonable time from the month in which you request a distribution after you terminate your employment for the reasons described in Question # 5.1. Remember, during the period that you maintain an Account balance under the Plan even after becoming eligible for distribution, the amount of that Account balance will fluctuate based on the investment gains and losses during that period.

Optional Benefits.

If the proper election and waiver is made in accordance with Section 6.5 below, the following methods of distribution may be elected:

(A) Single lump sum payment; or

(B) Equal or Nearly Equal Installments payable over a specified period of years, but in no event, longer than your life expectancy; or

(C) Non-periodic installments payable so long as such distribution is compliant with the minimum distribution and incidental minimum requirements of the Internal Revenue Code, or

(D) A Single Life Annuity for the life of the Participant.

The Trustees reserve the right to purchase an annuity from an insurance company for any of the aforesaid benefits which will then be responsible for paying that benefit to you or to you and your spouse.

The election to receive one of the four (4) benefits above may be made at any time during a period of ninety (90) days prior to the commencement of your benefit but no earlier than thirty (30) days prior to your distribution date unless you and your spouse elect to waive the thirty (30) day notice requirement and elect to commence the benefits under this Plan no less than seven (7) days after the Explanation of Benefits is provided to you and your spouse.

6.4 What is a Qualified Joint & Survivor Annuity?

A Qualified Joint & Survivor Annuity is a monthly cash installment payment that commences immediately for the life of the Participant with a survivor annuity for the life of the spouse which is not less than fifty percent (50%) (and not greater than one hundred percent (100%)) of the amount of the annuity payable during the joint lives of the Participant and spouse and which is the Actuarial Equivalent of a single annuity for the life of the Participant. The factors needed to determine that reduced amount of monthly income will be obtained from a Table of Factors that have been prepared by a Plan Actuary and is based on the age of the Participant and his spouse. The amount of monthly payment will be calculated by multiplying the appropriate factors from the Table of Factors by the monthly amount of your benefit.

Your Qualified Joint & Survivor Annuity will continue for your lifetime with the last payment to be made on the first day of the month preceding your death. Then at that time, the balance of your account will be distributed to your spouse which will be an amount that is not less than fifty percent (50%) (and not greater than one hundred percent (100%)) of the amount of the annuity payable during the joint lives of the Participant and spouse and will continue to be paid to your spouse for the remainder of his/her life.

If you elect the Joint Survivor Annuity, then the Board of Trustees have the option to purchase an annuity from an insurance company which will then be responsible for paying this benefit to you and your spouse.

6.5 How do my spouse and I waive the Joint & Survivor Annuity Benefit?

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

(A) Your spouse consents in writing to such election, and your spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or a notary public; or

(B) It is established to the satisfaction of a Plan representative that the consent required under A above cannot be obtained because you have no spouse, because your spouse cannot be located, or because of such other circumstances as the Secretary or Treasurer may by regulations prescribe.

Any election you have previously made may be revoked at any time during the ninety (90) day period after you are notified of the effect of the Joint and Survivor Annuity. Once benefits commence, however, no changes in election may be made.

6.6 Must I commence my benefits at any time?

Yes. Your benefits must commence no later than April 1st of the calendar year after you have reached 70 _ years of age unless at that time you are continuing to work in covered employment. In such event, your benefits must commence no later than the April 1st after the date you cease to work in covered employment.

6.7 What happens if at the time of distribution I only have a small amount of money in my account?

If the total amount of your individual account held on your behalf has never exceeded $1,000, the Trustees may distribute your account in a single lump sum payment without your consent or the consent of your spouse or beneficiary. However, if your account has ever exceeded $1,000, the account cannot be distributed as a lump sum payment without the consent of you and your spouse or Beneficiary.

VII. DEATH BENEFITS

7.1 What happens to my account if I die prior to commencing my retirement benefit?

If you die before the payment of your Plan benefits has begun, your beneficiary will receive payments according to the method elected by him or her. This distribution will be made as soon as reasonably possible after the death unless deferred by the designated beneficiary and will equal the amount of your Individual Account at the time of distribution because of your death.

If you are married at the time of your death, your spouse is entitled to receive this death benefit called the Qualified Pre-Retirement Survivor Annuity unless you and your spouse have consented to the designation of a beneficiary other than your spouse in accordance to Section 7.3, below. If you are not married at the time you die, your benefit will be paid to your beneficiary elected in accordance with Section 7.3, below.

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

If you die after benefit payments have begun but before your entire account balance has been distributed, the remaining portion of your account will be distributed to your beneficiary. If your beneficiary dies before your entire interest in the Plan has been distributed, the remaining portion of your account will be distributed to your secondary beneficiary under the same method you elected. If you and your spouse are receiving the Joint & Survivor Annuity, fifty percent (50%) of this monthly benefit will continue to be paid for the remainder of her life.

7.3 How do I designate a beneficiary?

You should call or write for a Beneficiary Form which you should complete and return to the Fund Office, if you have not already done so or if you wish to change a previous designation. It is important that you complete this form.

Single Participants: If you are single you need to complete the Beneficiary Form provided by the Fund Office in order to designate a Beneficiary.

Married Participants: Upon becoming a Participant, an Employee shall designate, in writing, on a form provided by the Administrator, the beneficiary or beneficiaries and/or contingent beneficiary or beneficiaries to receive, in the event of his/her death, any amounts distributable pursuant to this Article VII. No designation of a beneficiary or beneficiaries by a married participant of someone other than his/her spouse shall be valid unless there is a Qualified Election of the Qualified Pre-Retirement Survivor Benefit. The term Qualified Election shall mean the waiver of the Qualified Pre-Retirement Survivor Benefit and shall only be valid if:

(A) it is made in writing and the Participant's spouse has signed a document, witnessed by the Plan Representative or a Notary Public, consenting to such designation and acknowledging the affect of any such designation; or

(B) it is established to the satisfaction of the Administrator and the Trustees that the signature of such spouse cannot be obtained because such spouse cannot be located or because of such other circumstances as the Secretary of Treasury may prescribe by lawful regulations; or

(C) it is established to the satisfaction of the Plan Representative and the Trustees that no surviving spouse exists.

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

In addition, any designations shall be deemed to be automatically revoked in the event a Participant marries or remarries. The Election Period to waive a Qualified

Pre-Retirement Survivor Benefit begins on the first day of the Plan Year in which the Participant attains age thirty five (35) and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which age thirty five (35) is attained, with respect to benefits accrued prior to separation, the Election Period shall begin on the date of separation.

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

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

If you have not executed a Beneficiary Form, the money in your Individual Account will be paid as follows:

(A) Your spouse;

(B) If no surviving spouse, to your estate.

If you have not designated a Beneficiary and you are not survived by a legal spouse, the remaining amounts then held for you shall be distributed to your estate; and your estate shall be considered your Beneficiary for purposes of this Plan.

To the extent provided in a Qualified Domestic Relations Order, your former spouse will be treated as your spouse.

7.5 What happens if my designated beneficiary or spouse is incapable of recovering the Death Benefit?

If you or your Beneficiary who become entitled to receive benefits under this Plan are physically or mentally incapable of receiving these benefits or acknowledging receipt, and the Board of Trustees is not aware of any legal representative having been appointed for you, the Board of Trustees may cause any benefit otherwise payable to you to be paid to a person(s) chosen by the Board of Trustees from among the following:

(A) any institution maintaining you or your Beneficiary; and/or

(B) you or your Beneficiary's spouse, children; and/or

(C) other relatives by blood or marriage; and/or

(D) any person whom the Board reasonably determine is caring for you or your Beneficiary or otherwise providing you with support and maintenance.

Any payment so made shall be a complete discharge of any and all liability under the Plan with respect to such payment.

VIII. CLAIMS PROCEDURES

8.1 General Rules.

(A) This Plan has established a reasonable procedure for processing all claims for benefits.

(B) This Plan will not administer this benefit in any way which restricts or otherwise hinders your ability to file a claim for benefits.

(C) This Plan does not require any fees or payment as a condition to filing a claim for benefits.

(D) These rules are designed to treat all Participants filing claims for benefits fairly and consistently.

(E) You may have a representative file a claim for benefits or appeal of an adverse decision on your behalf at any time.

8.2 How to file a claim for benefits.

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

8.3. How to file a claim specifically for Retirement Benefits.

(A) A written application for Retirement Benefits must be filed at least thirty (30) days prior to the date you wish to retire. You must provide all of the requested documentation along with the completed and signed application before your claim for benefits will be considered.

(B) In some cases, the Plan Administrator may need additional information in order to make a determination on your claim for benefits. If you are asked to provide more information, you will have to respond to the request in order to be considered for Retirement Benefits.

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

8.4. How to file a claim specifically for Termination Benefits.

(A) A written application for Termination Benefits may be filed upon meeting the conditions of Section 3.3 of this Summary Plan Description.

8.5 How to file a claim specifically for Disability Benefits.

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

(B) In some cases, the Plan Administrator may request that you submit to an independent medical review to determine whether you are eligible for a Disability Retirement Benefit. You must submit to this medical review, if requested. The cost of this review will be paid by the Fund.

(C) You will generally receive a decision regarding your claim for Disability Benefits within forty five (45) days of the date you file your completed application.

8.6 How to file a claim specifically for Death Benefits.

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

(B) In some cases, the Administrative Manager may need additional information in order to make a determination on the claim for benefits. The Beneficiary may be asked to provide more information and will have to respond to the request in order to be considered for the Death Benefit.

(C) The Beneficiary will receive a decision on his/her application for the Death Benefit within ninety (90) days from the date the Fund receives the completed application.

8.7 Notice of an adverse benefit decision on claim for benefits.

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

(A) The specific reason for the denial;

(B) The sections in the Plan and/or Summary Plan Description upon which the denial was based;
(C) A description of additional information which you may be able to provide that is necessary for your claim for benefits and why it is necessary;

(D) A copy of these procedures which describe the Plan's appeals procedures;

(E) The notice of any internal guideline or protocol used in making the decision, if applicable, and your right to receive a copy; and

(F) A notice of your right to a written explanation of any exclusion which affects your claim, if applicable.

(G) A notice of your right to appeal to the Board of Trustees.

8.8 How to file an appeal with the Board of Trustees.

(A) You must file a written notice that you wish to appeal the denial of your claim for benefits. This written notice must be received by the Fund Office within sixty (60) days from the date of the Notice of the Adverse Benefit Decision. If you are appealing an Adverse Benefit Decision based upon a request for Disability Benefits, you must provide notice to the Plan Office within one hundred eighty (180) days of the date of the Notice of the Adverse Benefit Decision. Your written notice of appeal must include your name, current address and the date of the decision you are appealing. You may also send any comments, documents or other information you feel will assist the Trustees in making a decision on appeal. You have the right to request copies of any documents relevant to your claim for benefits free of charge from the Plan.

(B) Appeals should be addressed as follows:

Board of Trustees
Local Union 306, I.B.E.W. 401(k) Wage Reduction Retirement Fund
c/o Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515

(C) Except in the case of a Disability Retirement Benefit claim, the Board of Trustees shall consider the Claimant's appeal of an adverse benefit determination no later than its regular quarterly meeting, which immediately follows the receipt of the notice of appeal, unless such notice was filed within thirty (30) days preceding the date of such meeting. If the notice of appeal was received within thirty (30) days prior to the next regular quarterly meeting, the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the notice of appeal. In the case of a Disability Retirement Benefit claim, the Board of Trustees shall consider such an appeal within forty-five (45) days following receipt of the appeal.

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

(1) The specific reason for the denial;

(2) The sections in the Plan and/or Summary Plan Description upon which the denial was based;

(3) A statement advising you any internal guideline or protocol used in making the decision, if applicable, and your right to receive a copy;

(4) A notice of your right to a written explanation of any exclusion which affects your claim, if applicable;

(5) A notice of your right to file suit under Section 502(a) of ERISA; and

(6) The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local US Department of Labor Office and your State insurance regulatory agency. "

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

The Plan's Claim Procedure is furnished automatically, without charge, as a separate document, upon the request of a Participant or Beneficiary.

IX. MISCELLANEOUS PROVISION

9.1 How are my accounts protected from creditors or assignment?

Generally, your interests in your accounts, including your "Vested" interests, may not be alienated, that is sold, used as collateral for a loan, given away, or otherwise transferred. Also, your creditors may not attach, garnish or otherwise interfere with your accounts.

However, the Plan Administrator may be required by law to recognize obligations as a result of court ordered child support or alimony. The Administrator must honor a "qualified domestic relations order," which is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to an alternate payee which is either your spouse, former spouse, children, or other dependents. If such an order is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator shall determine the validity of any Domestic Relations Order he receives. The procedures utilized by the Fund in determining the qualified status of any Domestic Relations Order can be obtained from the Administrative Manager without charge.

An alternate payee shall be entitled to elect to withdrawal his/her account established for him/her as a result of a Qualified Domestic Relations Order at any time following the approval of the Qualified Domestic Relations Order and establishment of the account so long as no contributions are paid to the account of the alternate payee. Also, if, at the time you or your Beneficiary is entitled to receive a benefit you are indebted to the Plan, the Plan Administrator may direct the Trustee(s) to first satisfy that debt before paying the benefit over to you or your Beneficiary.

9.2 Can the Trustees change or terminate the Plan?

The Trustees have the legal right to modify, alter, amend or change the Plan, subject to any Collective Bargaining Agreement that applies to it, but no vested rights under the Plan can be modified except in order to establish or to continue the qualified status of this Plan under the terms of Internal Revenue Code Section 401.

The Trustees also have the right at any time to terminate the Plan. Upon such termination, contributions made on your behalf will cease. If the Plan is discontinued, you will remain fully vested and the full value of your accounts will be distributed to you, your beneficiary or your surviving spouse in the same manner as before the Plan terminated.

The Trustees also reserve the right to transfer any amounts arising from contributions under the Plan to another Investment Manager.

> **Note:** Any accounts that have been used to provide annuities will not be affected by a transfer and the insurance company from which the annuity was purchased will continue to make annuity payments.

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

No. There is no need to insure your account. Since your Plan is a defined contribution plan, contributions are credited right into your own account. Moreover, if the Plan terminates or the Employer goes out of business, all of the benefits in your account become fully vested. Recognizing this, the government exempts defined contribution plans from providing termination insurance.

9.4 Is this Plan "qualified"?

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

9.5 Is this Summary Plan Description the only document that describes my benefits?

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

9.6 Who is responsible for interpreting the Plan?

The Plan shall be administered solely by the Trustees, and the decisions of the Trustees in all matters pertaining to the administration of the Plan shall be final. Trustees shall have full discretionary authority to determine eligibility for benefits and/or to construe the terms of the Plan. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they deem necessary and reasonable.

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

.

X. ERISA RIGHTS

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

This federal law establishes certain minimum standards for the operation of employee benefit plans, including the Local Union 306, I.B.E.W. 401(k) Wage Reduction Retirement Fund. The Trustees of your Plan, in consultation with their professional advisors, have reviewed these standards carefully and have taken steps necessary to assure full compliance with ERISA.

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

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

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

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

(1) Examine, without charge, at the Fund Office and at other specific locations, such as worksites and Union halls, all documents governing the Plan, including insurance contracts and 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.

(2) Obtain, upon written request to the Administrative Manager or Board of Trustees, copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements and a copy of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrative Manager may make a reasonable charge for the copies.

(3) Receive a summary of the Plan's annual financial report. The Administrative Manager is required by law to furnish each Participant with a

copy of this Summary Annual Report.

(4) Obtain a complete list of employers sponsoring the Plan upon written request to the Administrative Manager which list is available for examination by Participants and Beneficiaries.

(5) In addition, Participants and Beneficiaries may obtain from the Administrative Manager, upon written request, information as to whether a particular employer or employee organization is a sponsor to the Plan and if the employer or employee organization is a plan sponsor, the sponsor's address.

(6) Obtain a statement telling you whether or not you have a right to receive a pension at Normal Retirement Age and, if so, the amount of your Normal Retirement Benefit. If you do not have a right to a pension, the statement will tell you the number of years you have to work to be eligible to receive a pension. This statement must be requested in writing and is not required to be given more than once per year.

(B) In addition to creating 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.

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

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

(E) Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in Federal court. In such a case, the court may require the Plan Administrative Manager 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 Administrative Manager. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state of Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the

U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

(F) If you have any questions about your Plan, you should contact the Plan Administrative Manager or the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Trustees, you should contact the nearest area office of the U.S. Labor-Management Services Administration, Department of Labor or the Pension and Welfare Benefits Administration, whose offices are located at:

1730 K Street
Suite 556
Washington, DC 2006
Tel: (202) 254-7013

Or

1885 Dixie Highway
Suite 210
Ft. Wright, Kentucky 41011-2664
Tel: (606) 578-4680

Or

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

EXHIBIT A

(A) Growth Funds. Growth funds seek to maximize the value of your savings over time by investing in the stocks of companies that have a strong potential for providing above-average earnings growth.

(1) *Janus Twenty Fund (JAVLX).* Seeks long-term growth of capital by investing primarily in a core group of 20-30 common stocks selected for their growth potential. This nondiversified fund may invest without limit in foreign equity and debt securities and less than 35% of its net assets in high-yield/high-risk bonds. This fund concentrates its assets in fewer stocks, which can affect your fund's performance, International investing involves certain risks, such as currency fluctuations, economic instability, and political developments.

(2) *Putnam Voyager Fund (PVOYX)*. Seeks capital appreciation by investing mainly in a combination of large and midsize companies expected to grow over time.

(B) Blend Funds. Blend funds seek to increase the value of your savings over time by investing in a combination of stocks of companies that have the potential for strong earnings growth and stocks of companies that are priced below their expected long-term worth.

(1) *Putnam International Equity Fund (POVSX)*. Seeks capital appreciation by investing in a diversified portfolio composed mainly of stocks of companies located outside the United States, International investing involves certain risks, such as currency fluctuations, economic instability, and political developments. Additional risks may be associated with emerging-market securities, including illiquidity and volatility.

(2) *Putnam S&P 500 Index Fund*. Seeks a return, before the assessment of fees, that closely approximates the return of the S&P 500 Index, which is an indicator of U.S. stock market performance. The fund is a passively managed portfolio, investing in common-stock securities, that seeks to approximate the performance of the S&P 500 Index. "Standard & Poor's", "S&P", "S&P 500", "Standard & Poor's 500", and "500" are trademarks of the McGraw-Hill Companies Inc. and have been licensed for use by Putnam Investments. Putnam S&P 500 Index Fund is not sponsored, endorsed, or promoted by S&P, and S&P makes no representation regarding the advisability of investing in Putnam S&P 500 Index Fund.

(3) *Victory Diversified Stock Fund (SRVEX)*. Seeks long-term growth of capital by investing primarily in equity securities and securities convertible into common stocks traded on U.S. exchanges and issued by large, established companies.

(C) Value Funds. Value funds seek to increase the value of your savings over time by investing in undervalued, or attractively priced, stocks of well-established companies.

(1) *Putnam Equity Income Fund (PEYAX)*. Seeks capital growth and current income, by investing mainly in stocks that have the potential to consistently pay above-average dividends as well as the potential to grow in value over time.

(2) *The George Putnam Fund of Boston (PGEOX)*. Seeks a balance of capital growth and current income by investing in a well-diversified portfolio composed mostly of stocks and corporate and U.S. government bonds.

(3) *Putnam Mid Cap Value Fund (PMVAX)*. Seeks capital appreciation and, as a secondary objective, current income by targeting undervalued stocks of growing midsize companies. The fund combines well-known companies that are temporarily out of favor and relatively smaller companies in profitable business niches overlooked by the general market. The fund invests all or a portion of its assets in small to midsize companies. Such investments increase the risk of greater price fluctuations.

(4) *Royce Total Return Fund (RYTRX)*. Seeks long-term capital appreciation and current income by investing primarily in dividend-paying small- and micro-cap companies. Royce believes that an investment strategy that seeks both current yield and capital appreciation has the potential to generate strong absolute returns over full markets cycles with less volatility. The fund invests all or a portion of its assets in small to midsize companies. Such investments increase the risk of greater price fluctuations.

(D) Income Fund. Income funds seek to provide a steady stream of income, which is reinvested in your account, and in some cases a small amount of growth, by investing in bonds issued by governments and corporations.

(1) *PIMCO Total Return Fund (PTRAX)*. Seeks maximum total return, consistent with preservation of capital and prudent investment management. Investments are made in a diversified portfolio of fixed-income securities of varying maturities.

(E) Capital Preservation Fund. Capital preservation funds seek to offer price stability and a steady stream of income, which is reinvested in your account, by investing in short-term bonds or contracts issued by credit-worthy companies, financial institutions, and government entities.

(1) *Putnam Stable Value Fund.* Seeks stability of principal by investing mainly in investment contracts or similar investments issued by insurance companies, banks, and similar financial institutions. To provide liquidity, a portion of the fund's assets is invested in high-quality money market instruments. The fund seeks capital preservation, but there can be no assurance that it will achieve this goal. The fund's returns will fluctuate with interest rates and market conditions. The fund is not

insured or guaranteed by any governmental agency.

(F) RetirementReady Portfolios:

Target Retirement Date 2010
Target Retirement Date 2020
Target Retirement Date 2030
Target Retirement Date 2035
Target Retirement Date 2040
Target Retirement Date 2045

These portfolios are designed to provide investors with a prediversified asset allocation strategy. As the portfolio approaches its target date, the portfolio mix gradually shifts from one with primarily equity funds, which offer the greatest growth potential over time but also carry the greatest near-term risk, to one with more fixed-income funds and capital preservation funds, with lower potential returns in exchange for less risk. Each of the portfolios invests in a strategic selection of Putnam mutual funds, diversified across asset classes in the United States and abroad. Investors should choose the portfolio whose date most closely matches the time they believe they will start withdrawing assets, typically their expected retirement date.

Diversification does not guarantee a profit; you can still lose money in a diversified portfolio. The funds can invest in international investments, which involve risks such as some or all of their assets in small and/or midsize companies. Such investments increase the risk of greater price fluctuations.

The funds can also have a significant portion of their assets in bonds. As interest rates rise, the prices of bonds fall. Long-term bonds have more exposure to interest rate risk than short-term bonds. Lower-rated bonds may offer higher yields in return for more risk.

The assets contributed to each RetirementReady portfolio are allocated among, and invested in, the following underlying funds:

(1) *Putnam International Equity Fund (Foreign Equity, class Y shares).* Seeks capital appreciation by investing in a diversified portfolio composed mainly of stocks of companies located outside the United States. International investing involves certain risks, such as currency fluctuations, economic instability, and political developments. Additional risks may be associated with emerging-market securities, including illiquidity and volatility. The fund invests mainly in large and midsize companies, although it can invest in companies of any size. The fund may invest a portion of its assets in small and/or midsize companies. Such investments increase the risk of greater price fluctuations

(2) *Putnam Capital Opportunities Fund (Small and Mid Cap Core Equity, class Y shares).* Seeks long-term growth of capital by investing in stocks of small or midsize

companies believed to offer above-average growth potential across a wide range of industries. The fund invests some or all of its assets in small and/or midsize companies. Such investments increase the risk of greater price fluctuations.

(3) *Putnam Voyager Fund (Large Cap Growth Equity, class Y shares).* Seeks capital appreciation by investing in a combination of large and midsize companies expected to grow over time. The fund invests mainly in large and midsized companies, although it can invest in companies of any size. The fund may invest a portion of its assets in small and/or midsize companies. Such investments increase the risk of greater price fluctuations

(4) *The Putnam Fund for Growth and Income (Large Cap Value Equity, class Y shares).* Seeks capital growth and current income by investing mainly in attractively priced stocks of mature companies that offer long-term growth potential while also providing income. The fund may invest a portion of its assets in small and/or midsize companies. Such investments increase the risk of greater price fluctuations.

(5) *Putnam Income Fund (Fixed Income, class Y shares).* Seeks current income consistent with prudent risk through a flexible, diversified strategy that encompasses a range of fixed-income categories, including government bonds and investment-grade and high-yield corporate bonds. Lower-rated bonds may offer higher-yields in return for more risk. Mutual funds that invest in government securities are not guaranteed. Mortgage-backed securities are subject to pre-payment risk. Funds that invest in bonds are subject to certain risks including interest rate risk, credit risk, and inflation risk. As interest rates rise, the prices of bonds fall. Long-term bonds are more exposed to interest rate risk than short-term bonds. Unlike bonds, bond funds have ongoing fees and expenses.

(6) *Putnam Money Market Fund (Capital Preservation, class A shares).* Seeks current income and safety of principal by investing in short-term, high-quality money market securities. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency. Although the fund seeks to preserve and investment at $1.00 per share, it is possible to lose money by investing in the fund.

(G) <u>Fees Assessed by Putnam.</u> Putnam will impose a 2% short-term trading fee on any fund shares that are redeemed or exchanged within five days of purchase across most of its mutual fund line. All Putnam fund shares, with the exception of money market funds, closed-end funds, and Putnam Variable Trust, will be subject to this fee. The fee does not apply to collective trust funds (e.g., Putnam Stable Value Fund, Putnam S&P 500 Index Fund, Putnam Bond Index Fund, Putnam RetirementManager Portfolios, Putnam RetirementReady Portfolios) or to separately managed accounts.

Short-term trading fees are designed to discourage short-term flows of money into or out of funds, which can cause increased transaction expenses and interfere with the disciplined, long-term strategies of a fund's management team. Short-term trading fees are not paid to Putnam; they are paid directly to the funds to offset the transaction expenses of short-term traders.