

SUMMARY PLAN DESCRIPTION

FOR THE

CLEVELAND ASBESTOS WORKERS
THIRD AMENDED AND RESTATED
DEFINED BENEFIT CONTRIBUTION PENSION PLAN AND TRUST

**SUMMARY OF MATERIAL MODIFICATION
OF THE
CLEVELAND ASBESTOS WORKERS LOCAL 3 PENSION FUND**

This notice is to inform you that the Joint Board of Trustees has amended the Cleveland Asbestos Workers Third Amended and Restated Defined Contribution Pension Plan. To the extent set forth below, this notice amends the Summary Plan Description that was previously distributed to you. All other provisions of the Summary Plan Description remain unchanged by the amendment to the Plan. Please attach this notice to your copy of the Summary Plan Description. If you have any questions, please refer them to the Plan Administrator.

AMENDMENT

The Summary Plan Description for the Cleveland Asbestos Workers Third Amended and Restated Defined Contribution Pension Plan (the "Plan") is amended as follows:

Effective as of June 1, 2003, a Participant may direct the Trustee in writing to invest all or a portion of his or her interest in the Plan.

In the event that a Participant shall direct the investment of any portion of any of his or her eligible accounts, then the Trustee shall allocate the amount thereof which is being directed by the Participant to a Directed Investment Account in the name of the Participant. Directed Investment Accounts will not share in the earnings, gains or losses of the Trust Fund. Rather, they will be charged and credited, as appropriate, with the earnings, gains or losses arising out of the investment selected by the Participant.

SUMMARY PLAN DESCRIPTION
CLEVELAND ASBESTOS WORKERS THIRD AMENDED
AND RESTATED DEFINED CONTRIBUTION
PENSION PLAN AND TRUST

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GENERAL PLAN INFORMATION

Plan Name: Cleveland Asbestos Workers Third Amended and Restated
Defined Contribution Pension Plan and Trust

Plan Sponsor: Joint Board of Trustees
Cleveland Asbestos Workers Pension Fund
30275 Bainbridge Road, Suite B6
Solon, Ohio 44139

Identification Number: 34-1311911

Plan Number: 00i

Effective Date of Original Plan: May 1, 1980

Effective Date of Third Amended
and Restated Plan: June 1, 1997

Plan's Year-End: May 31

Plan Administrator: The Joint Board of Trustees

Trustees:

Union Trustees: Robert Sedlock
1617 East 30th Street
Cleveland, Ohio 44114

Christopher Scarl
1617 East 30th Street
Cleveland, Ohio 44114

James Gallagher
1617 East 30th Street
Cleveland, Ohio 44114

Employer Trustees: Thomas Dake
Superior Industrial Insulation
3380 W. 137th Street
Cleveland, Ohio 44111

Richard P. Berry
Richard M. Berry
Berry Pipe & Insulation Company
1600 East 25th Street
Cleveland, Ohio 44114

I. INTRODUCTION.

1. As required by Sections 101, 102 and 104 of the Employee Retirement Income Security Act of 1974 (called "ERISA"), this is your Summary Plan Description of the Cleveland Asbestos Workers Third Amended and Restated Defined Contribution Pension Plan and Trust (called the "Plan").

2. The Joint Board of Trustees of the Cleveland Asbestos Workers Pension Fund has amended its money purchase pension plan, effective June 1, 1997. The Joint Board of Trustees (herein called the "Trustees") previously established a money purchase pension plan, effective May 1, 1980. This Plan has now been amended and restated effective June 1, 1997. The Joint Board of Trustees, the Asbestos Workers Local Union No. 3 of Cleveland, Ohio or the International Association of Heat and Frost Insulators (herein collectively called the "Union") and the contributing Employers are proud of this Plan and want you, as an employee, to know about it. This description of the Plan has been prepared to give you an idea about the provisions of the Plan and how it may benefit you. You should read all parts of this description carefully so that you will not only understand the ways in which the Plan may benefit you, but certain exclusions to coverage and limitations on the receipt of benefits which may apply to you. If you wish additional information concerning this money purchase pension plan, this description tells you how to obtain that information.

3. This Summary Plan Description is intended to outline and summarize the Plan and to inform you of your benefits, rights and responsibilities under the Plan. If any part of this summary is unclear or if you have further questions regarding the Plan, please contact the Plan's third party administrator, Noble Consulting Services, Inc. at 30275 Bainbridge Road, Suite B-6, Solon, Ohio 44139.

4. If there is any inconsistency between this Summary Plan Description and the Plan, the Plan shall nevertheless control and shall not be changed or altered by this document.

II. GENERAL INFORMATION.

1. To identify this Plan, the Plan Administrator has assigned it number 001. When you ask about the Plan, please refer to this number.

2. The Plan has a year-end of May 31 for maintaining its financial and fiscal records, books and accounts. Therefore, a "Plan Year" is a fiscal year commencing on June 1 and ending on May 31.

III. PLAN TYPE AND CONTRIBUTIONS.

1. In order to understand more fully some of the matters discussed later on in this plan description, you will need to have a general idea of how the money purchase pension plan works. Contributions are made to the Plan in accordance with the current Collective Bargaining Agreement between the Union and the contributing Employers. All Employer Contributions are

put into a Trust Fund to be held and invested by the Trustees. These contributions will be credited to the individual accounts of the employees who are participants in the Plan for the year the contribution is made. If you are now a participant, or later become a participant, an account will be set up in your name.

The amounts credited to individual accounts are invested by the Plan Trustees, and any gain or loss from plan investments is credited to, or charged against, the individual account of each participant. After the participant retires or otherwise terminates his service under the Plan, the vested (or nonforfeitable) percentage of the account credited to the participant will be distributed to him. (The time of distribution of benefits to the employee may occur a number of years after his termination of employment; see Section VII below.)

If you are a participant or become a participant, the benefits you will ultimately receive under the plan will depend primarily upon three things:

- i. The amount of contributions credited to your account in the plan;
- ii. The return on investments under the plan; and
- iii. The vested (or nonforfeitable) percentage of your account when you terminate.

2. You are not required to contribute or pay for any Plan Benefits. The contributing Employers pay for all Plan Benefits.

3. For each Plan Year the contributing Employer is regularly required under the Plan to make a contribution on behalf of you and for each other participant covered under the Collective Bargaining Agreement.

4. The amount of employer contributions for a plan year made on your behalf is determined under the current Collective Bargaining Agreement.

IV. PLAN ADMINISTRATION.

1. The Plan is administered and operated by The Joint Board of Trustees (herein called the "Plan Administrator").

2. The Plan Administrator determines eligibility to participate in the Plan, computes Plan Benefits, interprets Plan provisions, and establishes rules and regulations for Plan administration and operation.

3. The Agent for service of legal process is The Joint Board of Trustees. Additionally, legal process may be made upon a Plan Trustee.

V. PLAN ELIGIBILITY REQUIREMENTS.

1. In order to participate in the Plan, you must meet and continuously satisfy certain Plan Eligibility Requirements and Rules.

2. An individual is eligible to become a Participant in the Plan on the date he becomes covered by or within the collective bargaining unit over which the Union has bargaining rights under the current Collective Bargaining Agreement between the Union and any one or more of the Employers.

3. If you do not continuously satisfy the Plan Eligibility Requirements, you will not continue to participate in the Plan.

VI. VESTED OR NON-FORFEITABLE PORTION OF PARTICIPANT'S BENEFITS.

Funds contributed by the employers, as well as forfeitures (if any), are allocated as described above and are then invested and accumulated. The portion or percentage of the employer contributions which will eventually be distributed to you after you have terminated employment is called the non-forfeitable or vested percentage.

If you are 100% vested, all employer contributions credited to your account, adjusted for investment experience, will be distributed to you. The time and manner in which your benefits will be distributed to you are discussed below.

Your benefits under the Plan are 100% vested (fully non-forfeitable) at all times.

VII. PLAN BENEFITS.

For all Plan Participants, the Plan offers Benefits subject to the following conditions:

A. RETIREMENT BENEFITS

(1) Your Normal Retirement Age occurs when you have reached Age 65. On your Normal Retirement Date (which is the first day of the month coincident with or next following the date on which you reach your Normal Retirement Age), you will be eligible for Normal Retirement Benefits.

(2) Your Early Retirement Age occurs when you have reached Age 55. On your Early Retirement Date (which is the first day of the month coincident with or next following the date on which you reach your Early Retirement Age), you will be eligible for Early Retirement Benefits.

(3) Your Retirement Benefits will equal the entire amount then accumulated in your Plan Accounts (including all Employer contributions; and all income, expenses, costs, gains and losses attributable thereto).

- (4) You may elect to have your Retirement Benefits paid in any of the following forms: (i) a lump-sum payment; (ii) periodic installments for not more than 25 years; or (iii) a Qualified Joint and Survivor Annuity.
- (5) Your Retirement Benefits will be paid in the form of a Qualified Joint and Survivor Annuity ("QJSA ") unless you and your spouse elect otherwise. Basically, a QJSA is an annuity which continues to make payments to your spouse after your death. The payments to your spouse will equal 50% of the amount of the benefits payable to you during your lifetime.

If you elect not to receive your benefits in the form of a QJSA, a waiver must be signed by you and your spouse on forms provided by the Plan Administrator. In general, this applies to Plan Years for which you attain or exceed age 35. A pre-age 35 election is valid only until the first day of the Plan Year in which you attain age 35, whereupon a new waiver form must be executed. Your spouse's waiver must be witnessed by either a Plan representative or a notary public.

- (6) Your Retirement Benefits will commence not later than sixty (60) days after the later of the close of the Plan Year during which you attain your Normal Retirement Date or the date of your actual retirement unless you choose to postpone your Benefits to a later date. Generally, however, your Benefits cannot be postponed later than Age 70-1/2. Your Retirement Benefits will continue to accrue until you actually retire. If you are interested in a further explanation, please contact the Plan Administrator.

B. DEATH BENEFITS

- (1) If you die while a Participant in the Plan, your designated Beneficiary may be eligible for certain Death Benefits under the Plan. PLEASE NOTE: Federal law provides that your surviving spouse (if any) will be the Beneficiary of certain annuity Death Benefits under the Plan unless your spouse waives (in writing) his or her rights to receive such annuity Death Benefits under the Plan. Please obtain a Beneficiary Designation Form from the Plan Administrator and complete it as soon as possible.
- (2) Your Plan Death Benefits will equal the entire amount then accumulated in your Plan Accounts (including all Employer contributions; and all income, expenses, costs, gains and losses attributable thereto).
- (3) Your Beneficiary may elect to have your Plan Death Benefits paid in any of the following forms: (i) a lump-sum payment; or (ii) periodic installments for not more than 5 years. Under certain conditions, however, your Beneficiary may elect to receive periodic installments of Death Benefit payments over a period greater than 5 years.

- (4) Your Plan Death Benefits may commence as soon as administratively possible after the Plan Administrator has received satisfactory proof of your death. As a general rule, your Plan Death Benefits should be paid in full to your Beneficiary not later than 5 years after the date of your death.

C. PERMANENT DISABILITY BENEFITS

- (1) If you become permanently disabled while a Participant in the Plan, you will be eligible for Plan Disability Benefits. "Disability" may be determined by a Trustee-selected physician and consists of any physical or mental condition which permanently prevents you from working for an Employer in any capacity. Disability may also be evidenced by a Social Security Disability award.
- (2) Your Plan Disability Benefits will equal the entire amount then accumulated in your Plan Accounts (including all Employer contributions; and all income, expenses, costs, gains and losses attributable thereto).
- (3) You may elect to have your Plan Disability Benefits paid in any of the following forms: (i) a lump-sum payment; (ii) periodic installments for not more than 25 years; or (iii) a Qualified Joint and Survivor Annuity. Please see Section VII(A)(5) of this document for an explanation of the Qualified Joint and Survivor Annuity Benefit requirements.
- (4) Your Plan Disability Benefits will commence not later than sixty (60) days after your Normal Retirement Date.

D. TERMINATION BENEFITS

- (1) If your employment with the Employer terminates for any reason (other than Death, Permanent Disability, or Retirement on or after your Early Retirement Date) and you are not employed by an Employer for six (6) consecutive months (called a six (6) month "Break in Service") and no employer contributions are made to the Plan on your behalf for six (6) consecutive months, you may be entitled to certain Plan Termination Benefits if you have not returned to work after such six (6) month Break in Service.
- (2) Your Plan Termination Benefits will equal the vested portion of the amount then accumulated in your Plan Accounts (including all Employer contributions; and all income, expenses, costs, gains and losses attributable thereto). A Participant's accrued benefit under this Plan shall be 100% vested and fully non-forfeitable at all times.

VIII. ROLLOVERS TO INDIVIDUAL RETIREMENT ACCOUNTS AND FEDERAL INCOME TAX WITHHOLDING REQUIREMENTS.

A. Transfer of Plan Distribution to Individual Retirement Account IRA or to Another Qualified Retirement Plan.

- (1) If you are entitled to receive a distribution of your Plan benefits on or after January 1, 1993, you may be permitted to direct the Trustee to transfer your Plan benefits directly to an IRA or to another qualified retirement plan. This procedure is available for any "eligible rollover distribution" that you are entitled to receive from the Plan.
- (2) The term "eligible rollover distribution" means any distribution of all or any portion of your Plan benefits with the exception of the following distributions:
 - (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made:
 - (i) for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your designated beneficiary; or
 - (ii) for a specified period of 10 years or more; and
 - (b) any distribution required to be made under Section 401(a)(9) of the Internal Revenue Code. This could include distributions made pursuant to your death or required to be made upon your attainment of Age 70-1/2.
- (3) If you are entitled to receive an eligible rollover distribution of your Plan Benefits and you desire to have the distribution transferred directly to an IRA or to another qualified plan, please contact the Plan Administrator. The Plan Administrator will need certain information regarding the IRA including the name and address of the bank, insurance company or other financial institution that is the trustee of the IRA, the name and telephone number of the person to contact at such institution with respect to the transfer of your Plan Benefits, and the account number of your IRA.

B. Federal Income Tax Withholding Requirements.

- (1) Effective January 1, 1993, the Trustee is required to withhold federal income tax at a 20% rate from any eligible rollover distribution that is not transferred directly to an IRA or to another qualified plan. Therefore, if you intend to rollover a distribution of your Plan Benefits to an IRA or other qualified plan, you should arrange to have your Benefits transferred directly by the Trustee to the IRA or other plan in order to avoid the 20% withholding requirement.

- (2) If your Plan Benefits are distributed in a form other than an “eligible rollover distribution” (e.g. periodic payments over a period of 10 or more years), federal income tax will be withheld based on standard withholding tables unless you elect otherwise.

IX. QUALIFIED DOMESTIC RELATIONS ORDERS (QDRO).

1. If an order from a domestic relations court is considered to be “Qualified,” then the order could impact on your rights to receive Benefits under the Plan. A domestic relations order is “Qualified” if it specifies that an “alternate payee” (generally, your former spouse) has the right to receive all or a portion of your Benefits under the Plan and if the order complies with certain conditions prescribed by federal law.

2. A QDRO may be issued with respect to a marital property division, an alimony award or child support payments. In addition to recognizing the rights of an alternate payee(s), the QDRO must also list the name of the participant and the last known mailing addresses of both the Participant and the alternate payee. Furthermore, it must specify the Plan to which the order applies; the amount or percentage of the Participant’s Benefits which are to be paid to the alternate payee; and the number of payments or the manner in which Benefits are to be distributed.

3. A domestic relations order is not qualified if it does not meet the above requirements or if, in general, it requires the Plan to make payments in a manner which is inconsistent with the Plan. Thus, a QDRO cannot require the Plan to make payments to an alternate payee prior to the earliest date on which the participant would otherwise be eligible to receive such payments unless the Plan specifically provides that such payments can be made to an alternate payee.

4. In the event that the Plan Administrator receives a domestic relations order, he will contact the corresponding participant. Afterwards, the Plan Administrator must make a determination as to whether the domestic relations order is “Qualified.” Only a “Qualified” domestic relations order can impact on your right to Benefits under the Plan.

5. The changes made by the Retirement Equity Act regarding domestic relations orders and pension plans are very complex. The above summary is intended to be simple and informative and, therefore, cannot be complete. If you have any questions concerning QDRO’s, please contact the Plan Administrator.

X. INELIGIBILITY, DISQUALIFICATION OR DENIAL, LOSS, FORFEITURE OR SUSPENSION OF BENEFITS.

1. If Plan participation ceases, a participant may forfeit some or all Plan Benefits depending upon his Years of Service and the Plan’s vesting schedule. Please see Section VII for a more detailed explanation.

2. A participant's vested portion of his Plan Benefits may be forfeited if the participant or his Beneficiary cannot be located at the time of distribution.

3. Plan Benefit payments may be suspended if an inactive participant becomes an active participant in the Plan prior to his Early Retirement Age.

4. A participant becomes ineligible to participate in the Plan upon incurring a "Break in Service." Please see Section VI for a more detailed explanation.

XI. SUSPENSION OF BENEFITS.

1. A Participant's Benefit Payments shall be suspended, upon proper notification of the Participant, on the first day of the month following a calendar month during which such Participant returns to employment and, in such month (or during a four or five week payroll period ending in a calendar month), completes forty (40) or more Hours of Service in:

- (A) an industry in which Employees covered by this Plan were employed and accrued Benefits under this Plan as a result of such employment at the time that the payment of Benefit commenced or would have commenced if the Employee had not remained in or returned to employment; and
- (B) a trade or craft (including, but not limited to, related supervisory activities) in which the Participant was employed at any time under this Plan; and
- (C) the geographic area covered by this Plan at the time that the payment of Benefits commenced or would have commenced if the Participant had not remained in or returned to employment.

2. Any deduction or offset for Benefit payments previously made to a Participant for calendar months during which such Participant completed forty (40) or more Hours of Service as defined above, shall not exceed, in any one month, twenty-five percent (25%) of that month's total Benefit payment; provided, however, that upon resumption of Benefit payments, the Initial Payment (as defined below) may be subject to offset without limitation.

3. Upon termination of employment meeting the above-stated criteria (or in the event that the Participant attains less than forty (40) Hours of Service per month due to such employment), such Participant may apply (in a manner prescribed by the Plan Administrator) for reinstatement of his Benefit Payments in such amount as the Participant was receiving prior to the suspension of his Benefits; provided, however, that such Benefits may be offset or deducted as stated above. Benefit payments shall resume no later than the first day of the third calendar month after the calendar month in which the Participant ceases to be employed at employment meeting the above-stated criteria, provided that the Participant has notified the Plan Administrator (in a manner prescribed by the Plan Administrator) that he has ceased such employment. The Initial Payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period

between the cessation of employment and the resumption of payments, less any amounts which are subject to offset.

XII. PLAN BENEFIT INSURANCE.

The Benefits under the Plan are NOT insured by the Pension Benefit Guaranty Corporation because this Plan is not covered by Title IV of ERISA.

XIII. CLAIMS PROCEDURE.

1. The Plan Administrator has sole and final authority to make all initial determinations regarding your Benefit claims. Your Benefit claims **MUST** be submitted on any required forms obtained from the Plan Administrator and in accordance with all applicable Benefit claims procedures.

2. All claims for Plan Benefits must be presented in writing to the Plan Administrator if so required. The Plan Administrator shall have sole and exclusive authority to make all initial and final determinations regarding Benefits to be paid under the Plan to Participants or their Beneficiaries. The Plan Administrator shall also have sole and exclusive authority to adopt claims and review procedures, application forms and other documents pertaining to the Plan.

If a Benefit claim is denied, the Plan Administrator shall (within ninety (90) days after receipt of the claim) provide the claimant with written notice setting forth in a manner calculated to be understood by the claimant:

- i. specific reason(s) for the denial;
- ii. specific Plan references upon which the denial is based;
- iii. a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary;
- iv. an explanation of the Plan's claim review procedures; and
- v. any other information required by law.

Within sixty (60) days after receipt of the denial notice, a claimant may request (in writing) an appeal of the claim denial to the Plan Administrator for a full and fair review. The claimant may also review pertinent documents and, submit issues and comments in writing. Within sixty (60) days after receipt of the written request for review, the Plan Administrator shall render a final and conclusive written decision setting forth in a manner calculated to be understood by the claimant:

- i. specific reason(s) for the decision;

- ii. specific Plan references upon which the decision is based, and
- iii. any other information required by law.

XIV. AMENDMENT AND TERMINATION.

The Joint Board of Trustees expect to continue the plan indefinitely, but reserve, with the Union and Employers, the right to terminate the plan or to amend it. If the plan is terminated, or if the employer contributions to the plan are permanently discontinued, each participant will be entitled to receive the entire amount of his account.

XV. STATEMENT OF ERISA RIGHTS.

As a Participant in this 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 shall be entitled to:

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

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

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your Benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union (if any), or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension and/or welfare benefit or exercising your rights under

ERISA. If your claim for a pension and/or welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan reviewed and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to One Hundred Ten Dollars (\$110.00) a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for Benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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 United States Department of Labor, or you may file suit in a federal court. In addition, if you disagree with the Plan Administrator's decision or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order, you may file a suit in 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. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or, if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.