

SUMMARY PLAN DESCRIPTION
OF
PENSION PLAN
OF
BRICKLAYERS AND MASONS
LOCAL NO. 43 OHIO
PENSION FUND TRUST



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SUMMARY PLAN DESCRIPTION OF
PENSION PLAN OF
BRICKLAYERS AND MASONS LOCAL NO. 43
OHIO PENSION FUND TRUST

FOREWARD

This is a summary plan description (Employee Booklet) of the Pension Plan of Bricklayers and Allied Craftsmen Local No. 43, Ohio Pension Fund Trust (the "Plan"). This Employee Booklet is intended to explain generally how you qualify for benefits, how your benefits are calculated, and the different types of benefits that you may receive. The Employee Booklet is designed to summarize the Plan simply and accurately. However, in case of any uncertainty or conflict, the terms of the Plan are controlling. The Plan has been amended numerous times to improve the Plan or to meet legal requirements and will most likely be amended in the future. This Employee Booklet describes the Plan as in effect on December 5 of 2003. Different provisions may govern prior or later periods.

INTRODUCTION

A pension plan known as "Pension Plan of Bricklayers and Masons Local No. 43, Ohio Pension Fund Trust" was established and became effective as of November 1, 1965. As of April 1, 1969, Local No. 14, Pennsylvania, joined the Plan. On November 1, 1976, Local No. 14, Pennsylvania, was merged into Local No. 17, Pennsylvania, and, as a result, Local No. 14, Pennsylvania ceased to exist as a separate identifiable Local. Effective May 1, 1978, members of Local No. 14, Pennsylvania ceased all participation in

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the Plan and benefits accrued by the Local No. 14 participants were frozen in accordance with the terms of the Plan in effect on May 1, 1978. (See below under Members of Local No. 14 for a description of the benefits available to members of Local No. 14 under the Plan.)

GENERAL INFORMATION

NAME OF PLAN:

Pension Plan of Bricklayers and Masons Local No. 43,
Ohio Pension Fund Trust

NAME AND ADDRESS OF JOINT BOARD OF TRUSTEES WHICH MAINTAINS THE PLAN:

Board of Trustees of Bricklayers and Masons Local No. 43,
Ohio Pension Fund Trust
c/o Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515

A complete list of employers and employer organizations sponsoring the Plan may be obtained by participants and beneficiaries at the office of the Administrator and within ten (10) days after written request to the Administrator at the office of Local No. 43, International Union of Bricklayers & Allied Craftsmen (the "Union"). Participants and beneficiaries may also receive from the Plan Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, the sponsor's address.

EMPLOYER IDENTIFICATION NUMBER (EIN): 34-6550724

TYPE OF PLAN: DEFINED BENEFIT PENSION PLAN

PLAN NUMBER: 001

TYPE OF ADMINISTRATION: Multiemployer Plan operated by a joint labor and management board of trustees which has contracted with the Administrator for administration services and which contracts with one or more investment managers for investment services.

PLAN ADMINISTRATOR:

Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515
Phone: (330) 652-9821
(800) 435-2388

AGENT FOR SERVICE OF LEGAL PROCESS: Plan Administrator. Service of process may be made upon either a Plan trustee or the Administrator.

NAME AND ADDRESS OF EACH TRUSTEE:

Mr. James Alexi
406 Sayers
Niles, Ohio 44446

Mr. Joseph K. DeSalvo
1491 West Liberty
Hubbard, Ohio 44425

Mr. Louis Michaels
103 Poplar Street
Niles, Ohio 44446

Mr. Kevin M. Reilly
The Builders Association of
Eastern Ohio and Western Pennsylvania
P. O. Box 488
Vienna, Ohio 44473

Mr. Jerre Riggle
Business Agent/Financial Secretary
Local #43 International Union of
Bricklayers & Allied Craftsmen
1849 West N.W.
Warren, Ohio 44483

Mr. Mark M. Shutrump
Jack Gibson Construction Co.
2460 Parkman Road N.W.
Warren, Ohio 44485

This Plan is maintained pursuant to the Collective Bargaining Agreement between the Builders Association of Eastern Ohio and Western Pennsylvania and Local No. 43, Trumbull County, Ohio of the Northern Ohio Administrative District Council of the International Union of Bricklayers and Allied Craftsmen. A copy of the current Plan and Trust Agreement, the current collective bargaining agreement, and the latest annual report may be obtained by participants and beneficiaries from the Administrator upon written request to the Administrator and is available for examination by participants and beneficiaries at the office of the Administrator and within ten (10) days after written request to the Administrator at the Union office.

The Trustees have appointed The Compensation Programs of Ohio, Inc. as Administrator to assist them in the day-to-day administration of the Plan. The Trustees have delegated the function of investment of Plan assets to Fifth Third Bank Investment Advisers.

INQUIRIES AND CORRESPONDENCE WITH RESPECT TO ALL PLAN MATTERS INCLUDING BUT NOT LIMITED TO RETIREMENT CLAIM FORMS, FILING

PROCEDURES, QUESTIONS AND REQUESTS FOR PLAN DOCUMENTS SHOULD BE DIRECTED TO THE ADMINISTRATOR AS FOLLOWS:

Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515
Phone: (330) 652-9821
(330) 530-2841
(800) 435-2388

ANY CORRESPONDENCE OR NOTIFICATION REQUIRED UNDER THE PLAN, THIS SUMMARY PLAN DESCRIPTION OR BY LAW TO BE GIVEN TO THE PLAN OR THE TRUSTEES, SHALL BE DEEMED GIVEN TO THE PLAN OR THE TRUSTEES IF THE NOTIFICATION HAS BEEN GIVEN TO THE ADMINISTRATOR.

EFFECTIVE DATE OF PLAN: November 1, 1965

PLAN YEAR: The fiscal year of the Plan ends April 30th.

PURPOSE

The purpose of this Plan is to enable you to have income for your support during your retirement years. This income will be in addition to any other income you will receive under Social Security or any other retirement arrangement.

ELIGIBILITY

Who can participate in the Plan? If you were a Plan member on April 30, 1976, you are automatically a participant in the Plan. If not, you can become a participant beginning in the Plan Year that your employer becomes a contributor to the Trust on your behalf and you have completed 200 Credited Hours. Thus, if within

the twelve month period consisting of the Plan Year you have completed 200 Credited Hours of service, you will be eligible to participate in the Plan. (Credited Hours are defined below under Credited Service).

CREDITED SERVICE

Once you become a participant in the Plan, you will earn two types of service credit. Credited Vesting Service determines your eligibility to receive a benefit under the Plan. Credited Benefit Service determines the amount of benefit you may be entitled to under the Plan.

You will earn one year of Credited Vesting Service for each Plan Year (May 1 through April 30) that you complete 500 or more Credited Hours. You will earn a Credited Hour for each hour you are paid or entitled to payment and for a limited number of hours of back pay that you are awarded. You will also receive Credited Hours for time which you were paid or entitled to payment but during which time you did not perform any services due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, or other leave of absence, excluding payments under workers' compensation systems. There is a maximum of 501 hours that you may be credited with for a single continuous period during which you did not perform services. You will not be allowed to earn Credited Hours under more than one category and further, if you are awarded back pay for a non-work period, you will be subject to the 501 hour limit.

For example, assume Jones wins a back pay award for the reason that he was not paid a proper rate for hours worked and previously credited to him. In this case, he will not be entitled to additional credit for the same hours of service to which he has already received credit. On the other hand, assume Jones wins a back pay award for a period of time he did not or would not have performed services, such as layoff. In this instance, no more than 501 hours can be credited to his account for back pay.

You will be granted Credited Benefit Service in dollar amounts of retirement income for each Plan Year that you participate in the Plan a sufficient number of Credited Hours, and you will accrue retirement benefits in accordance with the schedules set forth below under Schedule of Retirement Benefits.

BREAK IN SERVICE

If you don't earn at least 200 Credited Hours a Plan Year, you will incur a Break in Service at the end of such year. For this purpose, Credited Hours includes a Maternity or Paternity Leave of Absence, as defined in the Plan, if such hours are needed for the participant to meet the 200 hour requirement and if the required documentation is presented to the Administrator. Special rules for Credited Hours also apply to participants who return after qualified military service.

If you are re-employed in covered work after a Break in Service, you will again become a participant in the Plan as of the date of your re-employment. However, if you were not vested

(described below) prior to your Break in Service, you will forfeit accrued service for both vesting and benefit accrual if the number of your consecutive one-year Breaks in Service equals or exceeds the greater of (a) the number of Plan Years of uncanceled Credited Vesting Service (as described above) which you had to your account, or (b) five.

For example, assume Jones earned 500 hours of Credited Vesting Service in each of four Plan Years 1995 through 1998. Then for each of the next six Plan Years 1999 through 2004 he fails to earn 200 hours of Credited Vesting Service. Since (a) he was not vested at the end of Plan Year 1998, (b) and his years of Break in Service exceeded both five and his years of Credited Vesting Service, Jones will lose the 2,000 hours credited to his account for the years 1995 through 1998 and will also lose the benefits he accrued during those years.

In order for a participant's unforfeited years of Credited Vesting Service prior to a Break in Service to be taken into account for vesting purposes, the participant must achieve a year of Credited Vesting Service after such Break in Service.

RETIREMENT

Normal Retirement Date is the first day of the month after you have attained the age of 62 and either you or your legal representative has submitted a properly completed application for retirement benefits. This is the first date as of which you will be entitled to full pension benefits.

Early Retirement Date (optional) is the first day of the month after you have attained the age of 55 but prior to 62 and you or your legal representative has submitted a properly completed application for retirement benefits. If you elect to receive an early retirement pension, the amount of pension that you receive will be an actuarially reduced amount.

There is no age limit on the earning of pension benefits. Thus you can continue to increase your credits to any age.

In order to receive pension benefits, you must retire.

Until you reach age 62, retirement means ceasing to do any work in your trade or craft covered by the Plan in Ohio or any standard metropolitan statistical area which is partly in and partly outside of Ohio.

After you reach age 62, retirement means that in no month or four or five week payroll period are you being paid or entitled to payment for forty (40) or more hours for the kind of work described in the preceding paragraph, whether or not services are performed.

If you reach Normal Retirement Age and do not retire, the pension benefits you could have received had you retired will not be paid to you. The Administrator will notify you that you have reached Normal Retirement Age and that because of your continued work, the pension benefits you could receive will not be paid to you.

If you do not retire and commence receiving benefits by the

calendar year following the year in which you attain age 70 1/2, your pension benefits will be actuarially increased to take into account the period after age 70 1/2 when you do not receive benefits (the rule is different for participants who own interests in contributing employers).

REEMPLOYMENT AFTER RETIREMENT

If you retire and start to receive benefits and thereafter start to work again so that you are no longer retired within the definition set forth under "Retirement" for your age group (i.e. pre-62 or 62 and older) (referred to herein as "Reemployment" or "Reemployed"), you must notify the Administrator and your pension benefits will be stopped until you again are retired and make proper application for benefits.

When you cease to be Reemployed, you should notify the Administrator with such information as it shall request in order to verify that you are no longer Reemployed. Your benefit will commence on the first day of the third month after the month in which you cease Reemployment and your first payment will include payments withheld since you ceased Reemployment minus any amounts paid to you while you were Reemployed.

At any time that the Administrator has reason to believe that you are Reemployed, you must provide to the Administrator such reasonable information, verifications and certifications of your employment status as it requests as a condition to receiving continued benefit payments.

If the Trustees have evidence that you are Reemployed and you have not complied with such requests of the Administrator regarding your employment status, the Trustees may act on the rebuttable prescription that you are Reemployed. In addition, if the Trustees have evidence that you are Reemployed at a construction site in Ohio or a Standard Metropolitan Statistical partially within Ohio and you have not given the Administrator the notice of such work and satisfactory information, verifications and certifications, the Trustees may act on the basis of a rebuttable presumption that your Reemployment went back to the time that your employer started work at that construction site.

During the first calendar month in which your benefits are suspended because of Reemployment, the Administrator will provide to you a written notice of suspension containing information including the reasons for suspension and the procedure for obtaining a review of the suspension.

If you have received benefit payments for periods when you were Reemployed and then retire again, the Administrator will deduct from your future benefit payments the amounts you received but to which you were not entitled. This deduction will not in any month exceed 25% of your monthly benefit, except it may be 100% of the initial month's payment.

VESTING

To be vested means that if you stop working and receive no further service credits, you will not lose any of the service

credits you have to your account and will be entitled to a benefit on retirement. To be vested, you must complete either (a) 5 years of Credited Vesting Service, that is by accumulating 500 Credited Hours in each of 5 Plan Years (prior to May 1, 1999 10 years of Credited Vesting Service were required), or (b) by having an aggregate of 5,000 uncancelled Credited Hours to your account from any number of Plan Years, provided, however, there has not been a break in service requiring a loss of accumulated vesting service.

For example, assume Smith is credited with 500 hours for each of the five Plan Years 1996 through 2000. At the end of Plan Year 2000, Smith will become vested in the Plan.

Assume Brown accrues the following Credited Hours:

<u>Plan Year</u>	<u>Credited Hours</u>
1990	400
1991	350
1992	350
1993	250
1994	250
1995	400
1996	350
1997	200
1998	400
1999	300
2000	800
2001	250
2002	500
2003	200
Total	<u>5,000</u>

In Brown's case, although he did not accumulate 500 Credited Hours in each of 5 Plan Years, he was able to accumulate 5,000 aggregate hours without a Break in Service and as such would be vested in the Plan at the end of Plan Year 2003, consisting of 14

Plan Years.

A participant's uncancelled service credits become vested at the time he attains age 62 if he is still a participant at that time.

RETIREMENT BENEFITS

The normal retirement benefit under the Plan is a monthly payment which commences on the applicable retirement date (normal or early) and continues during the participant's life time. The amount of such monthly benefits is the aggregate of the uncancelled Credited Benefit Service to your account as accrued during each Plan Year of participation prior to your retirement date. Credited Benefit Service is defined above under "Credited Service" and is based upon the hours for which payments have been made by employers into the trust fund on your behalf.

In the event a person is entitled to a monthly benefit which has an actuarially computed lump sum value of \$5,000.00 or less, the Trustees may elect to make a lump sum cash payment to the person of the actuarial value of the benefit instead of a monthly payment.

SCHEDULE OF RETIREMENT BENEFITS

PART A

Retirement on or after May 1, 1986

Except as adjusted in Part C of this Schedule of Retirement Benefits, the monthly amount of normal retirement benefit payable to a member who retires on or after May 1, 1986 and on or after

his Normal Retirement Date shall be the aggregate of the benefits accrued during each plan year of his participation, computed as follows:

- (a) For hours worked on or after May 1, 2001, with respect to which contributions were made to the trust shall be:

<u>Credited Hours During Plan Year</u>	<u>Future Service Benefits</u>
3000 or more	\$238.10
2800 to 2999	222.40
2600 to 2799	206.70
2400 to 2599	191.00
2200 to 2399	175.30
2000 to 2199	159.60
1800 to 1999	143.90
1600 to 1799	129.20
1400 to 1599	113.40
1200 to 1399	98.70
1000 to 1199	83.00
800 to 999	68.30
600 to 799	52.50
400 to 599	37.80
200 to 399	22.10
Less than 200	0.00

- (b) For hours worked during the Plan Year May 1, 2000 through April 30, 2001, with respect to which contributions were made to the trust shall be:

<u>Credited Hours During Plan Year</u>	<u>Future Service Benefits</u>
2000 or more	\$159.60
1800 to 1999	143.90
1600 to 1799	129.20
1400 to 1599	113.40
1200 to 1399	98.70
1000 to 1199	83.00
800 to 999	68.30
600 to 799	52.50
400 to 599	37.80
200 to 399	22.10
Less than 200	0.00

- (c) For hours worked during the Plan Year May 1, 1999 through April 30, 2000, with respect to which contributions were made to the trust shall be:

<u>Credited Hours During Plan Year</u>	<u>Future Service Benefits</u>
2000 or more	\$152.00
1800 to 1999	137.00
1600 to 1799	123.00
1400 to 1599	108.00
1200 to 1399	94.00
1000 to 1199	79.00
800 to 999	65.00
600 to 799	50.00
400 to 599	36.00
200 to 399	21.00
Less than 200	0.00

- (d) For hours worked during the Plan Year May 1, 1998 through April 30, 1999, with respect to which contributions were made to the trust shall be:

<u>Credited Hours During Plan Year</u>	<u>Future Service Benefits</u>
2000 or more	\$131.00
1800 to 1999	118.50
1600 to 1799	106.00
1400 to 1599	93.50
1200 to 1399	81.00
1000 to 1199	68.50
800 to 999	56.00
600 to 799	43.50
400 to 599	31.00
200 to 399	18.50
Less than 200	0.00

- (e) For hours worked in each of the Plan Years during the period May 1, 1993, through April 30, 1998, with respect to which contributions were made to the trust

shall be:

<u>Credited Hours During Plan Year</u>	<u>Future Service Benefits</u>
2000 or more	\$125.00
1800 to 1999	113.08
1600 to 1799	101.17
1400 to 1599	89.25
1200 to 1399	77.33
1000 to 1199	65.42
800 to 999	53.52
600 to 799	41.60
400 to 599	29.70
200 to 399	17.77
Less than 200	0.00

- (f) For hours worked during the Plan Years May 1, 1992 through April 30, 1993, with respect to which contributions were made to the trust shall be:

<u>Credited Hours During Plan Year</u>	<u>Future Service Benefits</u>
2000 or more	\$113.00
1800 to 1999	102.22
1600 to 1799	91.46
1400 to 1599	80.68
1200 to 1399	69.91
1000 to 1199	59.14
800 to 999	48.38
600 to 799	37.61
400 to 599	26.85
200 to 399	16.06
Less than 200	0.00

- (g) For hours worked during the Plan Year May 1, 1991 through April 30, 1992, with respect to which contributions were made to the trust shall be:

<u>Credited Hours During Plan Year</u>	<u>Future Service Benefits</u>
2000 or more	\$103.00
1800 to 1999	93.17
1600 to 1799	83.37
1400 to 1599	73.54
1200 to 1399	63.72
1000 to 1199	53.91
800 to 999	44.10
600 to 799	34.28
400 to 599	24.47
200 to 399	14.64
Less than 200	0.00

- (h) For hours worked during the Plan Year May 1, 1990 through April 30, 1991, with respect to which contributions were made to the trust shall be:

<u>Credited Hours During Plan Year</u>	<u>Future Service Benefits</u>
2000 or more	\$98.00
1800 to 1999	88.65
1600 to 1799	79.32
1400 to 1599	69.97
1200 to 1399	60.63
1000 to 1199	51.29
800 to 999	41.96
600 to 799	32.62
400 to 599	23.28
200 to 399	13.93
Less than 200	0.00

- (i) For hours worked in each of the Plan Years during the period May 1, 1988 through April 30, 1990, with respect to which contributions were made to the trust shall be:

<u>Credited Hours During Plan Year</u>	<u>Future Service Benefits</u>
2000 or more	\$78.00
1800 to 1999	70.56

1600 to 1799	63.13
1400 to 1599	55.69
1200 to 1399	48.26
1000 to 1199	40.82
800 to 999	33.40
600 to 799	25.96
400 to 599	18.53
200 to 399	11.09
Less than 200	0.00

1,200 to 1,399	21.10
1,000 to 1,199	17.85
800 to 999	14.60
600 to 799	11.36
400 to 599	8.10
200 to 399	4.85
Less than 200	0.00

(j) For hours worked in each of the Plan Years during the period May 1, 1986 through April 30, 1988, with respect to which contributions were made to the trust at the rate of \$1.60 per hour:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
2000 or more	\$65.00
1800 to 1999	58.80
1600 to 1799	52.61
1400 to 1599	46.41
1200 to 1399	40.22
1000 to 1199	34.02
800 to 999	27.83
600 to 799	21.63
400 to 599	15.44
200 to 399	9.24
Less than 200	0.00

(k) For hours worked in each of the Plan Years during the period of May 1, 1984 through April 30, 1986 with respect to which contributions were made to the trust at the rate of \$1.00 per hour, 125% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
2,000 or more	\$34.10
1,800 to 1,999	30.85
1,600 to 1,799	27.60
1,400 to 1,599	24.35

(l) For hours worked in each of the Plan Years during the period of May 1, 1981 through April 30, 1984 with respect to which contributions were made to the trust at the rate of \$1.00 per hour, 143.75% the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
2,000 or more	\$34.10
1,800 to 1,999	30.85
1,600 to 1,799	27.60
1,400 to 1,599	24.35
1,200 to 1,399	21.10
1,000 to 1,199	17.85
800 to 999	14.60
600 to 799	11.35
400 to 599	8.10
200 to 399	4.85
Less than 200	0.00

(m) For hours worked in the Plan Year May 1, 1980 through April 30, 1981, with respect to which contributions were made to the trust at the rate of \$0.87 per hour, 158.125% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
2,000 or more	\$29.90
1,800 to 1,999	27.05

1,600 to 1,799	24.20
1,400 to 1,599	21.35
1,200 to 1,399	18.50
1,000 to 1,199	15.65
800 to 999	12.80
600 to 799	9.95
400 to 599	7.10
200 to 399	4.25
Less than 200	0.00

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
1,800 or more	\$18.70
1,600 to 1,799	16.20
1,400 to 1,599	13.70
1,200 to 1,399	11.25
1,000 to 1,199	8.75
800 to 999	6.25
600 to 799	3.75
400 to 599	1.25
Less than 400	0.00

(n) For hours worked in the Plan Year May 1, 1979 through April 30, 1980, with respect to which contributions were made to the trust at the rate of \$0.67 per hour, 158.125% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
2,000 or more	\$21.00
1,800 to 1,999	19.00
1,600 to 1,799	17.00
1,400 to 1,599	15.00
1,200 to 1,399	13.00
1,000 to 1,199	11.00
800 to 999	9.00
600 to 799	7.00
400 to 599	5.00
200 to 399	3.00
Less than 200	0.00

(o) For hours worked in each Plan Year during the period of May 1, 1975 through April 30, 1979, with respect to which contributions were made to the trust at the rate of \$0.50 per hour, 158.125% of the benefit specified in the following table:

(p) For hours worked in each Plan Year during the period of May 2, 1973 through April 30, 1975, with respect to which contributions were made to the trust at the rate of \$0.20 per hour, 197.66% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
1,800 or more	\$11.25
1,600 to 1,799	9.75
1,400 to 1,599	8.25
1,200 to 1,399	6.75
1,000 to 1,199	5.25
800 to 999	3.75
600 to 799	2.25
400 to 599	0.75
Less than 400	0.00

(q) For hours worked in the Plan Year May 1, 1972 through April 30, 1973, with respect to which contributions were made to the trust at the rate of \$0.20 per hour, 197.66% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
1,600 or more	\$ 9.75
1,400 to 1,599	8.25
1,200 to 1,399	6.75
1,000 to 1,199	5.25
800 to 999	3.75
600 to 799	2.25
400 to 599	0.75
Less than 400	0.00

PART B

Retirement before May 1, 1986

Except as adjusted in Part C of this Schedule of Retirement Benefits, the monthly amount of normal retirement benefit payable to a member who retired before May 1, 1986 and on or after his Normal Retirement Date shall be the aggregate of the benefits accrued during each plan year of his participation, computed as follows:

- (r) For the hours worked in each Plan Year prior to May 1, 1972, 270.97% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>	
	<u>15¢ Contribution Rate</u>	<u>20¢ Contribution Rate</u>
1,600 or more	\$ 5.20	\$ 7.15
1,400 to 1,599	4.40	6.05
1,200 to 1,399	3.60	4.95
1,000 to 1,199	2.80	3.85
800 to 999	2.00	2.75
600 to 799	1.20	1.65
400 to 599	0.40	0.55
Less than 400	0.00	0.00

- (a) For hours worked in each Plan Year during the period of May 1, 1984 through April 30, 1986 with respect to which contributions were made to the trust at the rate of \$1.00 per hour, 110% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
2,000 or more	\$34.10
1,800 to 1,999	30.85
1,600 to 1,799	27.60
1,400 to 1,599	24.35
1,200 to 1,399	21.10
1,000 to 1,199	17.85
800 to 999	14.60
600 to 799	11.36
400 to 599	8.10
200 to 399	4.85
Less than 200	0.00

- (b) For hour worked in each Plan Year during the period of May 1, 1981 through April 30, 1984 with respect to which contributions were made to the trust at the rate of \$1.00 per hour, 126.5% of the benefit specified in

the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
2,000 or more	\$34.10
1,800 to 1,999	30.85
1,600 to 1,799	27.60
1,400 to 1,599	24.35
1,200 to 1,399	21.10
1,000 to 1,199	17.85
800 to 999	14.60
600 to 799	11.35
400 to 599	8.10
200 to 399	4.85
Less than 200	0.00

- (c) For hours worked during the Plan Year May 1, 1980 through April 30, 1981 with respect to which contributions were made to the trust at the rate of \$0.87 per hour, 139.15% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
2,000 or more	\$29.90
1,800 to 1,999	27.05
1,600 to 1,799	24.20
1,400 to 1,599	21.35
1,200 to 1,399	18.50
1,000 to 1,199	15.65
800 to 999	12.80
600 to 799	9.95
400 to 599	7.10
200 to 399	4.25
Less than 200	0.00

- (d) For hours worked during the Plan Year May 1, 1979 through April 30, 1980 with respect to which

contributions were made to the trust at the rate of \$0.67 per hour, 139.15% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
2,000 or more	\$21.00
1,800 to 1,999	19.00
1,600 to 1,799	17.00
1,400 to 1,599	15.00
1,200 to 1,399	13.00
1,000 to 1,199	11.00
800 to 999	9.00
600 to 799	7.00
400 to 599	5.00
200 to 399	3.00
Less than 200	0.00

- (e) For hours worked in each Plan Year during the period of May 1, 1975 through April 30, 1979, with respect to which contributions were made to the trust at the rate of \$0.50 per hour, 139.15% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
1,800 or more	\$18.70
1,600 to 1,799	16.20
1,400 to 1,599	13.70
1,200 to 1,399	11.25
1,000 to 1,199	8.75
800 to 999	6.25
600 to 799	3.75
400 to 599	1.25
Less than 400	0.00

- (f) For hours worked in each Plan Year during the period

of May 1, 1973 through April 30, 1975, with respect to which contributions were made to the trust at the rate of \$0.20 per hour, 173.94% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
1,800 or more	\$11.25
1,600 to 1,799	9.75
1,400 to 1,599	8.25
1,200 to 1,399	6.75
1,000 to 1,199	5.25
800 to 999	3.75
600 to 799	2.25
400 to 599	0.75
Less than 400	0.00

- (g) For hours worked in the Plan Year May 1, 1972 through April 30, 1973, with respect to which contributions were made to the trust at the rate of \$0.20 per hour, 173.94% of the benefit specified in the following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>
1,600 or more	\$ 9.75
1,400 to 1,599	8.25
1,200 to 1,399	6.75
1,000 to 1,199	5.25
800 to 999	3.75
600 to 799	2.25
400 to 599	0.75
Less than 400	0.00

- (h) For the hours worked in the Plan Years prior to May 1, 1972, 238.29% of the benefit specified in the

following table:

<u>Credited Hours During Plan Year</u>	<u>Monthly Retirement Benefit</u>	
	<u>15¢ Contribution Rate</u>	<u>20¢ Contribution Rate</u>
1,600 or more	\$ 5.20	\$ 7.15
1,400 to 1,599	4.40	6.05
1,200 to 1,399	3.60	4.95
1,000 to 1,199	2.80	3.85
800 to 999	2.00	2.75
600 to 799	1.20	1.65
400 to 599	.40	.55
Less than 400	.00	.00

PART C

Adjustments to Schedule of Retirement Benefits

The benefits calculated pursuant to Parts A and B above are adjusted by the following increases adopted by the Trustees.

- As of May 1, 1988 the accrued uncanceled retirement benefits of participants who were Active Members, as defined in the Plan, on May 1, 1988 were increased by 20%.
- As of May 1, 1988 the benefits being paid to Beneficiaries of Active Members and to Active Retired Participants, as defined in the Plan, were increased by 20%.
- As of May 1, 1990 the accrued uncanceled retirement benefits of participants who were Active Members on May 1, 1990 were increased by 16.6667%.
- As of May 1, 1990 the benefits being paid to Beneficiaries of Active Members and to Active Retired

Participants were increased by 5.1282%.

5. As of May 1, 1991 the accrued uncancelled retirement benefits of participants who were Active Members on May 1, 1991 were increased by 5%.
6. As of May 1, 1992 the accrued uncancelled retirement benefits of participants who were Active Members on May 1, 1992 were increased by 6%.
7. As of May 1, 1992 the benefits being paid to Beneficiaries of Active Members and to Active Retired Participants were increased by 2%.
8. As of May 1, 1993 the accrued uncancelled retirement benefits of participants who were Active Members on May 1, 1993 were increased by 40%.
9. As of May 1, 1993 the benefits being paid to Beneficiaries of Active Members and to Active Retired Participants were increased by 10%.
10. As of May 1, 1998 the accrued uncancelled retirement benefits of participants who were Active Members on May 1, 1998 were increased by 5%.
11. As of May 1, 1998 the benefits being paid to Beneficiaries of Active Members and to Active Retired Participants were increased by 5%.
12. As of May 1, 1999 the accrued uncancelled retirement benefits of participants who were Active Members on May 1, 1999 were increased by 10%.

13. As of May 1, 1999 the benefits being paid to Beneficiaries of Active Members and to Active Retired Participants were increased by 7%.

14. As of May 1, 2000 the accrued uncancelled retirement benefits of participants who were Active Members on May 1, 2000 were increased by 4%.

15. As of May 1, 2000 the benefits being paid to Beneficiaries of Active Members and to Active Retired Participants were increased by 2%.

PART D

Minimum Benefit

Certain minimum benefits are provided for each person who was a member in good standing of Local No. 43 on May 1, 1964 and had been a member of said Local No. 43 for at least 10 years on such date and had attained his 55th birthday on such date.

EARLY RETIREMENT BENEFIT

If you elect early retirement, assuming you have completed all application requirements, you can commence receiving monthly benefits on the first day of the month following your 55th birthday, but prior to age 62. If you elect to take early retirement, your retirement benefit is an amount equal to the amount of benefits accrued as of such Early Retirement Date, reduced by 1/2 of 1% for each month between your Early Retirement Date and your Normal Retirement Date. The amount of such payment will begin on your Early Retirement Date.

factors.

For purposes of this Plan, a qualified surviving spouse is one to whom you are married on the first date for which a pension payment is payable and for at least twelve months on the date of your death. If your spouse is a qualified surviving spouse at the time your retirement benefit is scheduled to begin, the Plan automatically elects the Option 2 joint and survivor benefit for you.

IF YOU DO NOT WISH TO RECEIVE YOUR BENEFIT IN THE FORM OF A JOINT AND SURVIVOR BENEFIT, YOU MUST SPECIFICALLY ELECT NOT TO RECEIVE THE JOINT AND SURVIVOR BENEFIT AND YOUR SPOUSE MUST CONSENT IN WRITING ON APPROPRIATE FORMS.

If you are married before your benefits begin, you will be given a written explanation of the terms and conditions of your options as they apply to you and your spouse. After having this information, you will be given the option to elect in writing not to take such joint and survivor option. Also, the election not to take a joint and survivor benefit can be revoked by you during the applicable election period.

PRERETIREMENT SPOUSE'S BENEFIT

If you are vested, as described above under "Vesting," die before you retire, and are survived by a spouse to whom you have been married for at least one year, your spouse will be entitled to a monthly benefit for her life, known as a Qualified Preretirement Survivor Annuity, or QPSA.

The amount and starting date of the QPSA depends upon several

1. If you die after attaining age 55 and you are a member of the Union at the time of your death (or you are not a member of the Union but your death occurred after October 23, 2003), your spouse will be entitled to receive the same amount to which she would have been entitled if you had retired with a joint and survivor 100% annuity (see Option 3, above) on the day before your death, commencing at your spouse's election and application not earlier than the month following your death and not later than the month you would have attained age 62.
2. If you die before October 23, 2003 and after attaining age 55 and you are not a member of the Union at the time of your death, your spouse will be entitled to receive the same amount to which she would have been entitled if you had retired with a joint and survivor 50% annuity (see Option 2, above) on the day before your death, commencing at your spouse's election and application not earlier than the month following your death and not later than the month you would have attained age 62.
3. If you die before attaining age 55, the amount of your surviving spouse's monthly benefit will be the same as though you had continued to live without earning any further benefits under the Plan, had retired at age 55

and died the next day with a joint and 50% survivor annuity (see Option 2, above). Payment of this benefit will commence, at your spouse's election and application, not earlier than the month you would have attained age 55 and not later than the month you would have attained age 62.

A surviving spouse who is eligible to receive a QPSA has the following alternative benefits:

1. She may elect to receive the Automatic Death Benefit described below in a lump sum in lieu of the QPSA if that benefit has an actuarial value, as calculated under the Plan, greater than the QPSA.
2. If the QPSA has an actuarial value, calculated under the plan, greater than the Automatic Death Benefit, she may elect to receive the Automatic Death Benefit in a lump sum and receive a QPSA for life which has an actuarial value equal to the amount by which the actuarial value of the QPSA exceeds that of the Automatic Death Benefit.
3. If the QPSA has an actuarial value, calculated under the plan, less than the Automatic Death Benefit, she may elect to receive the QPSA and a lump sum payment equal to the amount by which the actuarial value of the Automatic Death Benefit exceeds that of the QPSA.
4. If the QPSA has an actuarial value, calculated under

the plan, less than the Automatic Death Benefit, she may elect to receive a QPSA for life which has an actuarial value equal to that of the Automatic Death Benefit.

For purposes of the foregoing calculations, the maximum amount of the Automatic Death Benefit is limited to \$30,000.00 in the case of a surviving spouse whose spouse was a member of the Union at the time of his death (or who was not then a member of the Union but died after October 23, 2003), and is limited to \$5,000.00 in the case of a surviving spouse whose spouse was not a member of the Union at the time of his death and died before October 24, 2003.

AUTOMATIC DEATH BENEFIT

The death benefit to be paid to your designated beneficiary is \$100.00 for each \$1.00 of uncanceled monthly retirement benefit to your credit under the benefit schedule as of the date of your death, subject to the maximum amounts described below.

The death benefit paid to your designated beneficiary if you die after actual benefit payments from the Plan have commenced will be an amount as described above and reduced by the aggregate amount of any actual retirement and disability benefit payments received by you prior to your death.

See the discussion under Pre-Retirement Spouse's Benefit for the death benefit in the event that the pre-retirement spouse's benefit is payable.

Your maximum death benefit depends upon which category into which you fall:

1. Your maximum is \$30,000.00 if on May 1, 1991 you
 - (a) were not receiving retirement benefits from the Plan;
 - (b) had at least 200 credited hours in one of the two prior Plan Years; and
 - (c) were a member of the Union and remained a member until your death.
2. If you would be in category 1 but you died prior to October 24, 2003 and your membership in the Union terminated prior to your death, your maximum death benefit will be \$5,000.00.
3. If you are not in category 1 or category 2, your maximum death benefit will be \$5,000.00.
4. A special rule applies to a member who at the time of his death is receiving benefits in the form of a joint and survivor annuity and whose spouse survives him and is receiving an annuity payment. Such member is not entitled to a death benefit at the time of his death, but to the extent the death benefit to which the member was entitled exceeds the benefits the member and his spouse received, a payment will be made to the estate of the surviving spouse.

The beneficiary of your death benefits is determined as

follows:

1. If at the time of your death you have a spouse to whom you have been married for at least a year, your spouse will be your beneficiary. However, your spouse is permitted to file with the Administrator a waiver of death benefit on the appropriate form, properly witnessed.
2. If you do not have such a spouse, or if your spouse waives the death benefit, you may choose your beneficiary by filing a form with the Administrator. You can change that beneficiary designation at any time by filing a new form with the Administrator. Any subsequent beneficiary designation shall revoke all prior designations and will become effective when filed with the Administrator. If you do not select a beneficiary or if the beneficiary or beneficiaries you have selected predecease you, your beneficiary will be your estate.

DISABILITY BENEFITS

A disability benefit will be paid if you become disabled. Disability means that you have been found totally disabled and been awarded a disability benefit by the United States Social Security Administration. To receive a disability benefit you must also satisfy each of the following conditions:

1. at the time the disability commenced you had been a

member of Local No. 43 or Local 14 for a combined total of 10 years;

2. at the time the disability commenced you were not yet 62 years old;
3. at the time the disability commenced you accrued at least 400 Credited Hours in one of the three most recent plan years including the current plan year; and
4. you submitted a proper claim for disability benefits.

Disability benefits are payable beginning the first day of the month following the later of (a) the onset of your disability as determined by the Social Security Administration or (b) the date which is six months before you file an application with the Administrator for disability benefits.

The disability payment is a monthly amount equal to the monthly Normal Retirement Benefit you had earned as of the date of your disability (see Retirement Benefits).

Your disability benefits continue until you recover as determined by the Social Security Administration, die or reach age 62 with an eligible spouse. If you die before reaching age 62 and leave an eligible spouse, she shall be entitled to the preretirement spouse's benefit. If you reach age 62 while still disabled and have an eligible spouse, your disability benefit will cease and you will receive a 50% joint and survivor retirement benefit unless you waive the survivor benefit with the consent of your spouse in the required form.

LOSS OF BENEFIT INCREASES FOR PARTICIPANTS

WHO ARE NOT UNION MEMBERS

Effective March 30, 1994, retired participants who were not members of the Union on the effective date of an increase in Plan benefits were not eligible to receive and did not receive the increase. This provision was eliminated for future benefit increases as of October 23, 2003.

PAYMENT OF BENEFITS AND CLAIMS PROCEDURE

You must make an application for benefits and be otherwise eligible for the particular benefits for which you are applying before benefit payments will be made to you. No claim for retirement benefits shall be filed more than three months before the participant attains age 62 years or in the case of early retirement benefits, the age of 55 years. Prior to the payment of any benefit or distribution of any funds from this Plan to any participant or his beneficiary, the Trustees may require you or your beneficiary to furnish or execute whatever forms or documents they may deem reasonably necessary.

Any and all claim forms and instructions are available from the Administrator. All claims must be submitted at the office of the Administrator.

Once your claim has been filed, if the claim is denied entirely or in part, the Administrator will provide you or your beneficiary with a written notice of this fact. This written notice of denial shall be provided within 90 days of the receipt

of your claim unless special circumstances require additional time to process your claim. If such an extension of time is required, written notice of this fact must be given to you prior to the expiration of the 90-day period describing the special circumstances requiring the extension and indicating the date by which the Plan expects to issue its final decision. In no event shall such extension exceed a period of 90 days from the end of the initial 90-day period. If there is a failure to provide you with the notice of denial within this time period, your claim shall be deemed to be denied and you can proceed with review (see below). This written notice of denial shall (i) explain the specific reason or reasons for the denial, (ii) refer to the specific provisions of the Plan upon which the denial is based, (iii) describe any material or information that is necessary to submit a proper claim and an explanation of why such information or material is necessary, (iv) advise you of the steps you must take to have the denial of your claim reviewed, (v) include a statement of the Plan's review procedures and the applicable time limits, and (vi) state your right to bring suit under Section 502(a) of ERISA following a denial of benefits.

If you or your beneficiary wish to have the Trustees review a denied claim, you or your representative must file a written request for review and it must be delivered to the Administrator within 60 days after the receipt of the notice of denial of the claim or within 60 days after the denial is deemed to have

occurred. Failure to file the request for review within the 60-day period will result in no further review of your claim. Your request for review should include documents, issues and comments which you believe are relevant. You have the right to have reasonable access to and copies of all documents, records and other information in possession of the Trustees which are relevant to the claim.

The Trustees will make their decision on review by the date of their first regular quarterly meeting which is more than 30 days after your request for review is filed or by their third regular quarterly meeting after your request for review is filed if special circumstances require an extension of time for processing the request. Before the extension, the Administrator will notify you in writing of the extension stating the special circumstances and the date by which the Plan will render the determination on review.

You will receive written notice of this decision by the Trustees within five days of the meeting. In the event that your appeal is denied, the notice will include the following important information.

- The specific reason for the denial;
- The sections in the Plan and/or Summary Plan Description upon which the denial was based; and
- A statement of your right to receive, upon request and free of charge, reasonable access to, and copies of,

all documents, records and other information relevant to your claim (as defined in ERISA) and of your right to bring suit under Section 502(a) of ERISA.

In the event that the Trustees do not respond within the time required on review of a denied claim, then failure to respond shall be considered a denial of your appeal.

INSURANCE OF PLAN BENEFITS

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$5,850.

The PBGC guarantee generally covers: (1) normal and early

retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

CONTRIBUTIONS

The benefits provided by the Plan are supported completely by contributions made to the Plan by contributing employers at the

rate specified by the collective bargaining agreement then in effect.

Employers are solely responsible for making contributions pursuant to the collective bargaining agreement, and not for establishing level or amount of benefits. The amounts of benefits provided in the Plan are actuarially computed on the basis of actuarial estimates as to plan experience and assumptions, such as investment returns and life expectancy of members and their beneficiaries.

INVESTMENT OF FUNDS

All amounts contributed to the Plan and all earnings, gains and losses on these amounts will be held in trust pursuant to the Declaration and Agreement of Trust. These assets will be held in trust for participants and their beneficiaries and for the payment of expenses.

Pursuant to the Declaration and Agreement of Trust, the Trustees have designated Fifth Third Bank Investment Advisors ("Bank") as an investment manager. In accordance with this designation, the Trustees have delegated to the Bank and the Bank has accepted the duties and powers of the Trustees with respect to investment and reinvestment of trust assets. To this extent the Bank is charged with investing the trust assets and as a fiduciary is required to discharge its duties in a prudent manner. However, the Trustees may appoint additional investment managers and may remove investment managers at any time with or without cause.

NO RIGHT TO CONTINUED EMPLOYMENT OR UNION MEMBERSHIP

The Plan does not confer any right upon any participant to continue to be employed by his employer or to continue as a member of the Union and therefore members are subject to discharge from employment or union membership to the same extent as if the Plan had not been established.

ERRORS IN REPORTING

Benefits depend upon payments made to the fund for hours worked. It is important that each individual see that all payments and credits due because of his employment are properly reported by employers. Pension and other benefits will be computed and paid upon the basis of records, and the Trustees are not and cannot be responsible for errors. Suspected errors should be reported immediately to the Administrator and to the field representative of the Union for Local No. 43.

STATEMENT OF LEGAL RIGHTS

The following language is required by federal law and the regulations thereunder.

As a participant in the Pension Plan of Bricklayers and Masons Local No. 43, Ohio Pension Fund Trust, 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:

Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Administrator's office

and at other specified locations, such as the Union hall, all Plan documents, including 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 Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report.
The Administrator is required by law to furnish each participant with a copy of this summary annual report.
4. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) 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.

Prudent Action by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$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 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.

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact your 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.

OTHER FACTS YOU SHOULD KNOW

No participant or beneficiary of the Plan may transfer, assign or encumber his rights under the Plan in any way.

The Plan and Declaration and Agreement of Trust and all matters shall be subject to and interpreted under the laws of the

State of Ohio and pertinent laws of the United States of America.

QUALIFIED DOMESTIC RELATIONS ORDERS

Under federal law an exception to the rule that your vested benefits may not be attached or transferred is that a court may issue an order under a state domestic relations law relating to child support, alimony or marital property rights of your spouse ex-spouse or dependents. The order may designate another person to receive some or all of your benefits.

You may obtain a copy of the Plan's procedures regarding domestic relation orders from the Administrator, without charge.

TERMINATION

The Trustees are authorized to terminate the Plan at any time. On termination no assets of the trust may revert to contributing employers and all assets must be used for the exclusive benefit of Plan participants and their beneficiaries. Upon termination, the accrued but not yet vested benefits of participants who have not left the employ of their participating employer shall become vested to the extent funded or guaranteed by the Pension Benefit Guaranty Corporation.

Upon such termination or upon complete discontinuance of contributions by employers, the Plan shall continue in existence to pay benefits provided by the Plan or until all funds have been disbursed, or the Trustees shall make provision for payment of such benefits, such as by purchasing annuity contracts for participants, after appropriate allowance for expenses of

administration and liquidation, subject to the requirements of ERISA and the Internal Revenue Code.

Upon termination of the Plan or complete discontinuance of contributions to the Plan, there will be no further crediting for vesting or benefits.

AMENDMENT AND INTERPRETATION

This is a summary of portions of the Plan and is subject to the terms of the Plan itself and subject to the Declaration and Agreement of Trust. Both the Plan and the Declaration and Agreement of Trust are subject to amendment by the Trustees. All matters stated in this summary may therefore be changed subject to legal restrictions against reducing accrued benefits. Since this is only a summary, in the case of any conflict between the content of the summary and the Plan or Trust, the terms of the Plan and Trust will control.

In the event of a question of the proper interpretation of the Plan, the Declaration and Agreement of Trust, or any other matter concerning the Plan, the decision of the Trustees made in good faith is binding.

MEMBERS OF LOCAL NO. 14

Effective May 1, 1978, members of Local No. 14, Pennsylvania ceased all participation in the Plan, and benefits accrued by the Local No. 14 participants were frozen as of such date (Termination Date) and in accordance with the terms of the Plan as in effect on May 1, 1978.

Members of Local No. 14 who had retired on or before May 1, 1978, or whose membership in the Plan had not terminated prior to April 30, 1978, are entitled to receive as a retirement benefit the greater of the normal retirement benefits they had accrued as of their retirement dates or termination dates or a minimum benefit. For purpose of benefit computation, the terms and provisions of the Plan as in effect on May 1, 1978 shall be controlling.

A former member of Local No. 14 whose membership in the Plan had not terminated prior to August 30, 1978 is eligible for the Automatic Death Benefit determined in accordance with the Plan as in effect May 1, 1978 (maximum \$3,000.00).

A former member of Local No. 14 whose membership in the Plan had not terminated prior to April 30, 1978 is eligible for disability benefits determined in accordance with the Plan as in effect May 1, 1978, but is not eligible for Preretirement Survivor Annuity benefits.