

I.B.E.W. LOCAL 540 PENSION FUND

SUMMARY PLAN DESCRIPTION

July 1, 2005

International Brotherhood of Electrical Workers Local #540 Pension Plan

33 Fitch Boulevard
Austintown, Ohio 44515
(800) 435-2388

Dear Participants and Beneficiaries:

We are pleased to distribute this revised Summary Plan Description detailing the benefits provided under the I.B.E.W. Local 540 Pension Fund. This Summary Plan Description replaces your previous Summary Plan Description.

This Summary Plan Description summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible and the procedures which must be followed when applying for a benefit. In addition, included in the Summary Plan Description is important information concerning the administration of the Plan and your rights as a Participant.

A number of changes have occurred in this Plan since the previous Summary Plan Description was distributed. You are urged to read the Summary Plan Description carefully in order to become familiar with the recent Plan changes and the financial protection provided to you by the Plan. We also suggest that you keep this Summary Plan Description in a safe place for future reference.

If you have questions concerning your eligibility, the benefits provided or the general provisions of the Plan, please contact the Fund Office. Please also note that the receipt of this Summary Plan Description does not infer that you are eligible for benefits. Your eligibility will be determined by the Plan's Rules of Eligibility which are set forth in this Summary Plan Description.

Sincerely yours,

Board of Trustees
I.B.E.W. LOCAL 540 PENSION FUND

I.B.E.W. Local No. 540 Pension Fund

BOARD OF TRUSTEES

MANAGEMENT

William Henne
Ronald Rhoads
Thomas Shreves
Frederick Spring

UNION

Matthew Leslie
Patrick Soos
Les Wiley
Philip Williams

FUND OFFICE

33 Fitch Boulevard
Austintown, Ohio 44515
(800) 435-2388

ADMINISTRATIVE MANAGER

Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515

FUND ATTORNEY

William B. Gore
Macala, Baasten, McKinley & Gore LLC
4150 Belden Village Street, Suite 604
Post Office Box 35186
Canton, Ohio 44735

SPECIAL NOTICE

It is extremely important that you keep the Fund Office informed of any change in address or desired change in beneficiary. The importance of a current, correct address **on file at the Fund Office** cannot be overstated! It is the only way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests in the Plan. This is **your obligation** and failure to fulfill this obligation could jeopardize your eligibility or benefits.

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I. DEFINITIONS

1.1 Accrued Benefit:

The term "Accrued Benefit" shall mean a monthly benefit commencing at Normal Retirement Age which has been earned by a Participant, or former Participant, based on the Participant's Years of Credited Service and the benefit formula established under the Plan.

1.2 Active Participant:

The term "Active Participant" means a Participant who has not yet become a retired, inactive, terminated vested or deceased Participant, who has not yet suffered a Forfeiture of Service, and who has accrued at least one (1) Year of Service out of the two (2) preceding plan years. Participants who are receiving Total and Permanent Disability Benefits are considered "active" Participants while receiving the disability benefit prior to reaching Normal Retirement Age.

1.3 Actuarial Equivalent:

The term "Actuarial Equivalent" means a benefit having the same value as the benefit which it replaces. The determination of an Actuarial Equivalent shall be based on the actuarial assumptions and methods which are adopted by the Trustees from time to time.

1.4 Alternate Payee:

The term "Alternate Payee" means a Spouse, former Spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits under this Plan, with respect to the Participant.

1.5 Beneficiary:

The term "Beneficiary" means the Spouse to whom the Participant or former Participant was married, unless such Spouse has consented in writing to a non-spouse Beneficiary and the consent has been witnessed by a representative of the Plan or by a notary public. The term "Beneficiary" of an unmarried Participant means the person(s) designated by the Participant's latest written notice to the Board of Trustees prior to his death. In the event no valid beneficiary designation has been filed with the Trustees at the date of death of a Participant, or if the Participant is not survived by the Beneficiary designated, the Beneficiary shall be as provided for as follows: the benefit will be paid to the legal spouse, if not living, then to the child/children in equal shares, if no child or children are living, then the benefit will be paid to the estate of the deceased Participant.

1.6 Break in Service:

The term "Break in Service" shall mean a Plan Year beginning on or after an Employee becomes an eligible Participant during which the Participant fails to acquire 200 hours worked.

It shall not be considered a Break in Service if a Participant is unable to maintain a Year of Service because of an accident or illness or as a result of service in the Armed Forces, provided the Fund Office is notified of such accident, illness or service in the Armed Forces in a form satisfactory to the Trustees.

Hours of Service shall be recognized for maternity and paternity leaves of absence, as defined in the Plan, solely for purposes of determining whether a Break in Service has occurred.

1.7 Computation Period for Eligibility to Participate:

The Computation Period used to determine the eligibility of an Employee to participate in the Plan shall be measured from the first day of the Employee's first payroll period, as long as the payroll period is no more than thirty-one (31) days, and ending on the anniversary of the last day of such payroll period twelve (12) consecutive months thereafter.

1.8 Contiguous Non-covered Service:

“Contiguous Non-covered Service” shall mean Non-covered Service with the same single Employer which immediately precedes or immediately follows Covered Service where no quit, discharge, lay-off or retirement occurs between such Covered Service and Non-covered Service. Contiguous Non-covered Service shall apply only for the purpose of avoiding a Break In Service.

1.9 Contributions:

The term “Contributions” shall mean payments to the Trust Fund by an Employer, as required under applicable collective bargaining agreements or other written agreements.

1.10 Covered Service:

The term “Covered Service” means that Service with an Employer(s) covered under a collective bargaining agreement or other written agreement for which compensation is paid, or for which the Participant is entitled to payment.

1.11 Domestic Relations Order:

The term “Domestic Relations Order” means a judgment, decree or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of a Participant and (2) is made pursuant to a state domestic relations law, including a community property law.

1.12 Early Retirement Age:

The term “Early Retirement Age” shall mean the age prior to the Participant’s sixty-second (62nd) birthday when he first reaches age fifty-five (55) and has been credited with ten or more Years of Service, whichever is later.

1.13 Employee:

The term “Employee” means:

- (A) All employees represented for purposes of bargaining by the Union who perform more than fifty percent (50%) of their work as bargaining unit work for an Employer who is required to make contributions to this Fund. These employees are called “Collectively Bargained Employees”.
- (B) All employees who are former “Collectively Bargained Employees” who are performing work for an Employer who is a party to the collective bargaining agreement or for the Union which is a party to a written agreement with the Trustees. These employees are referred to as “Bargaining Unit Alumni”.
- (C) All other employees of the Union for whom contributions are paid pursuant to a written agreement. These employees are referred to as “Non-Collectively Bargained Employees”.
- (D) All employees of the Canton Electrical Joint Apprenticeship and Training Committee.
- (E) The term employees does not include partners or self employed persons.

1.14 Employer:

The term “Employer” means:

- (A) the Canton Division, North Central Ohio Chapter, National Electrical Contractors Association which is referred to as the “Association”.
- (B) Any individual, firm, association, partnership or corporation who is performing work in the electrical industry and who is bound by a collective bargaining agreement with the Union.

(C) The Union and its affiliated locals who have become contractually obligated to make contributions by executing an Assent of Participation which is accepted by the Trustees.

(D) The Canton Electrical Joint Apprenticeship and Training Committee.

1.15 Forfeited Service:

The term "Forfeited Service" shall mean the number of Years of Service credited to a Participant that becomes forfeited. If a Non-Vested Participant forfeits service under this Plan but returns to employment at a later time, he will be treated as a new Participant. A Vested Participant cannot forfeit service under this Fund.

For Plan Years prior to November 1, 1985, all Service credited to a non-vested Participant shall be forfeited at the time the Participant suffers consecutive one (1) year Breaks in Service equal to or exceeding his total Years of Service.

For Plan Years commencing on or after November 1, 1985, all Service credited to a non-vested Participant shall be forfeited at the time such Participant suffers consecutive one (1) year Breaks in Service equaling or exceeding the greater of five (5) or the Participant's total Years of Service preceding such Break in Service.

No Plan benefits shall be based on hours worked for which Years of Service were credited that later become Forfeited Service.

1.16 Fund or Trust Fund:

The term "Fund" or "Trust Fund" means the I.B.E. W. Local 540 Pension Fund and the entire assets of the Pension Fund.

1.17 Hours of Service – Hours Worked:

For purposes of participation, vesting and benefit accrual, the Trustees have adopted the alternate equivalency method of "Hours Worked" as set forth by DOL Regulations 2530.200(b)-2; (b) and (c). The term "Hours Worked" shall mean each hour for which an Employee is paid or entitled to payment for the performance of duties for an Employer and hours for which back pay, irrespective of mitigation of damages, is awarded or agreed to by an Employer, to the extent that such award or agreement is intended to compensate an Employee for periods during which the Employee would have been engaged in the performance of duties for the Employer.

1.18 Jurisdiction of the Fund:

The term "Jurisdiction of the Fund" shall mean "Same Geographic Area" as set forth in the Suspension of Benefit, See Section 1.32 and Article VI.

1.19 Maternity/Paternity Leaves of Absence:

"Maternity/Paternity Leaves of Absence" mean any absence from work for maternity or paternity reasons for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement.

1.20 Non-covered Service:

The term "Non-covered Service" means Service with an Employer(s) maintaining the Plan which is not Covered Service.

1.21 Non-vested Participant:

The term "Non-vested Participant" shall mean a Participant who has less than five (5) Years of Service.

1.22 Normal Retirement Age:

The term "Normal Retirement Age" shall mean *the earlier of:*

- (A) The Participant's sixty-second (62nd) birthday or the Participant's age on the date he has been credited with ten (10) or more Years of Service, whichever is later; or
- (B) The later of: (i) age 65, or (ii) the fifth anniversary of the time the Participant first commenced participation in the Plan.

1.23 Participant:

A "Participant" shall mean an Employee who is eligible to participate in the Plan as set forth in Article II of this Summary Plan Description.

1.24 Plan:

The term "Plan" shall mean the Plan, program, method, rules and procedures for the payment of benefits from the Trust Fund and amendments thereto which are established and adopted by the Trustees.

1.25 Plan Year:

The term "Plan Year" means each twelve (12) month period beginning on November 1 and ending on the following October 31st.

1.26 Qualified Domestic Relations Order:

The term "Qualified Domestic Relations Order" means a Domestic Relations Order which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable to the Participant, specifies required information and does not alter the amount or form of Plan benefits.

1.27 Qualified Joint and Survivor Annuity:

The term "Qualified Joint and Survivor Annuity" means an annuity (a) for the life of the Participant, with a Survivor Annuity for the life of the Spouse which is fifty percent (50%) of the amount of the annuity payable during the joint lives of the Participant and the Spouse, and (b) which is the Actuarial Equivalent of a single annuity for the life of the Participant.

1.28 Qualified Military Service:

(A) Effective December 12, 1994 and after, the term "Qualified Military Service" shall mean any absence from work by reason of active duty in the armed forces of the United States.

(B) An Employee shall be given full credit for benefit accrual, Hours of Service, participation, vesting, years of Credited Service and years of vesting Service for time periods, not to exceed five (5) years, in which he/she was absent from work due to Qualified Military Service.

(1) The five (5) year limitation indicated above and in this Section shall not include any service:

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

(b) During which the individual was unable to obtain orders releasing him/her/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;

(c) 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;

(d) Performed by a member of a uniformed service who is: (i) ordered to or retrained 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; (ii) ordered to or retrained 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; (iii) 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; (iv) 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 (v) called into Federal Service as a member of the National Guard under chapter 15 or under Section 12406 of Title 10, United States Code.

(C) Contributions shall be credited for the above leave of absence by the Fund or as otherwise determined at the discretion of the Board of Trustees of the Fund, in compliance with 38 U.S.C. Section 4318, as amended, and any regulations promulgated thereunder. Contributions for military service credit shall be based upon the Participant's average monthly hours worked in the twelve (12) month period immediately preceding Qualified Military Service.

(D) 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 with advance written or verbal notice of such service. An Employee, upon the completion of service in the uniformed services, shall notify the Employer, as referred to in such subsection below, 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 – (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) above, 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 purpose 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 subsection (1).

(3) In the case of an Employee whose period of service in the uniformed services was more than thirty (30) days but less than one hundred eighty one (181) days, by submitting an application for reemployment with the Employer not later than fourteen (14) days after the completion of the period of service or 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 (180) days, by submitting an application for reemployment with the Employer not later than ninety (90) days after the completion of the period of service.

(E) 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.

(F) Upon an Employee's honorable discharge from Qualified Military Service the Employee's eligibility status under the Plan will be restored to the status that existed when he/she entered Qualified Military Service, provided the Employee fulfills the notice and documentation requirements outlined above. In addition to said notice, 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 Qualified 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.

(G) 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 (in the case of a person described in subsection (1) or (2) of paragraph (D)) or submit an application for reemployment with such Employer (in the case of a person described in subsection (3) or (4) of such paragraph). Except as provided in subsection (H) below, such period of recovery may not exceed two (2) years.

(H) 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 subsection (a) impossible or unreasonable.

1.29 Qualified Pre-retirement Survivor Annuity:

The term "Qualified Pre-retirement Survivor Annuity" means a Survivor Annuity for the life of the Surviving Spouse of the Participant and payable in accordance with the Plan provisions beginning on page 17 of this Summary Plan Description.

1.30 Reciprocity Hours Worked:

For purposes of crediting Service under the Plan, if the Board of Trustees enters into money-follows-the-man reciprocity agreements, such agreements shall be a part of the Plan and all hours transferred into this Plan under such agreements shall be credited as hours worked.

1.31 Retirement Benefit or Benefit:

The term "Retirement Benefit" or "Benefit" means the class of benefits provided under this Plan beginning on page 11 of this Summary Plan Description.

1.32 Same Geographic Area:

The term "Same Geographic Area" means the jurisdiction of I.B.E.W. Local 540 which consists of the northern half of Carroll County, Knox Township in Columbiana County, Holmes County, Smith Township, City of Sebring in Mahoning County, Stark County and the portions of Tuscarawas County north of Auburn, Clay, Rush and York Townships and the portion of Wayne County south of Baughman, Chester, Green and Wayne Townships. The Same Geographic Area shall also include the geographic jurisdiction of the International Brotherhood of Electrical Workers Locals 64, 246, 306, 573, 688, 1105 and any other local of the International Brotherhood of Electrical Workers which borders the aforesaid jurisdiction of Local 540.

1.33 Same Industry:

The term "Same Industry" means the same type of business activity or activities as that engaged in by any Employer maintaining the Plan at the time the retiree first received his pension benefit had he not remained in or returned to employment.

1.34 Same Trade or Craft:

The term "Same Trade or Craft" means a trade or craft in which an Employee was employed at any time under the Plan. "Same Trade or Craft" includes any supervisory or managerial activity which is reasonably related to the underlying skills associated with the trade or craft for which the Employee was trained or in which he acquired his work experience. The term "Same Trade or Craft" shall, however, exclude those Retired Participants who return to work in the capacity of an electrical inspector within a political sub-division, or effective May 1, 1996, those retirees who return to work as an estimator, which is a person who determines the total final cost of a project in advance of the construction and is recognized as an estimator under the publication Estimating Electrical Construction, 7th Ed. published by the National Electrical Contractors Association. The term "Same Trade or Craft" shall exclude those retired Participants who returned to work solely in the capacity of an instructor in the Canton Electrical Joint Apprenticeship and Training Program.

1.35 Spouse:

The term "Spouse" or "Eligible Spouse" shall mean the legal Spouse of the Participant at the time a Pre-retirement Death Benefit is first payable, or the legal Spouse of the Participant who has been married to the Participant at the time the Participant commences receiving retirement benefits provided by this Plan.

1.36 Terminated Vested Participant:

The term "Terminated Vested Participant" is a Vested Participant who has not yet become retired, disabled or deceased and who has not earned at least one (1) Year of Service of the two (2) preceding Plan Years.

1.37 Total and Permanent Disability:

A Participant shall be considered totally and permanently disabled if the Trustees find, on the basis of medical evidence, that the Participant suffers from a physical or mental condition which prevents such Participant from being able to work within the electrical industry and the disability will be permanent and continuous during the remainder of his life. However, no Participant shall be deemed to be totally and permanently disabled under the Plan if his incapacity consists of addiction to narcotics or if such incapacity was contracted, suffered, or incurred while he was engaged in a felonious enterprise, or resulted therefrom, or resulted from an intentionally, self-inflicted injury, or from an injury wound or disability suffered or arising out of a state of war.

1.38 Union:

The term "Union" means the I.B.E.W. Local Union No. 540 who has in effect with the Association or with other Employers, collective bargaining agreements providing for the establishment and maintenance of a Pension Plan and Trust Fund and for the payment of contributions to such Fund.

1.39 Vested Participant:

A "Vested Participant" shall mean a Participant who has at least five (5) Years of Service.

1.40 Vesting And Benefit Accrual Computation Period:

The "Vesting and Benefit Accrual Computation Period" for this Plan shall be the Plan Year.

1.41 Year of Service or Service:

The term "Year of Service" or "Service" shall mean the number of years for which a Participant receives credit on the records of the Fund. Service shall be equal to the number of Years of Past Service plus the number of Years of Future Service and shall be used for Participation, Vesting, Eligibility for Benefits and Benefit Accrual.

II. ELIGIBILITY FOR PARTICIPATION IN THE PENSION PLAN

If you were a Participant in the original Plan prior to November 1, 1976 and have not suffered a Break in Service, you will be a Participant in the Plan as of November 1, 1976.

If you become an Employee on or after November 1, 1976, you will become a Participant on the beginning of the Plan Year following the total of two hundred (200) hours worked within the Computation Period for Eligibility or on May 1, whichever is earlier. For example, if you become an Employee on March 1, 2005, and if on August 1, 2005, you reach a total of two hundred (200) hours worked, you will become a Participant in the Plan on November 1, 2005 (since November 1, 2005 is earlier than March 1, 2006).

Once you become a Participant, your eligibility for continued participation will be measured by Service within a Plan Year (each November 1 through October 31).

In the event you suffer Forfeited Service, you shall, upon return to the status of an Employee, be required to meet the foregoing requirements before again becoming a Participant.

III. CREDITING SERVICE

PAST SERVICE

Service Prior to July 1, 1962

Past Service shall be granted for the sole purpose of eligibility for a Special Early Retirement Benefit as set forth on page 12 of this Summary Plan Description, for each year the Participant worked in the jurisdiction of the I.B.E.W. Local Union No. 540 prior to July 1, 1962.

Service Prior to July 1, 1972:

For your Service during the period July 1, 1962 through July 1, 1972, you will receive credit for one (1) Year of Service for each Plan Year during which you worked under a collective bargaining agreement in the jurisdiction of I.B.E.W. Local No. 540, as long as you have not suffered a Forfeiture of Service thereafter. This period of Service is known as your Past Service.

FUTURE SERVICE

Service on and after July 1, 1972 is known as your Future Service.

Service From July 1, 1972 through October 31, 1976:

For your Service during the period July 1, 1972 through October 31, 1976, you will receive credit for one (1) Year of Service for each Plan Year during which contribution credits were received on the records of the Fund on your behalf.

Service on and after November 1, 1976:

On and after November 1, 1976, one (1) Year of Service shall be granted to an Employee who has met the requirements for initial eligibility to participate in this Plan. You will earn subsequent Years of Service for each Plan Year during which you have a total of two hundred (200) hours worked.

BREAK IN SERVICE

If you work less than two hundred (200) hours within a Plan Year, you will have a Break in Service. Your total Service will not include any Years of Breaks in Service.

FORFEITURE OF SERVICE

If you have not suffered a forfeiture of service prior to November 1, 1985, a forfeiture of service will occur if you have consecutive one (1) year Breaks in Service which equal or exceed the greater of five (5) of your Years of Service credited before your Breaks in Service. At such time, your Years of Service prior to your Breaks in Service will be forfeited. For example, if you have three (3) Years of Service and then fail to work two hundred (200) hours in each of the following five (5) Plan Years, your three (3) Years of Service prior to the Breaks in Service will be Forfeited Service. Your total Service will not include any Years of Forfeited Service. In addition, no Plan benefits will be based on contributions for which Years of Service were credited that later became Forfeited Service.

If you are a Vested Participant, you cannot forfeit Service under this Plan.

CREDITING SERVICE FOR RECIPRICAL HOURS

Your hours worked which are transferred into this Plan according to money-follows-the-man reciprocity agreements will be credited towards participation in the Pension Plan, vesting and eligibility for benefits.

CREDITING SERVICE FOR NON-COVERED SERVICE

For purposes of determining Crediting Service for vesting a Year of Service, all of your Covered Service with an Employer and all Contiguous Non-covered Service with an Employer maintaining the Plan shall be taken into account. However, no Contiguous Non-covered Service shall be credited to the Fund unless the Employer or Participant notifies the Administrator of the hours worked by the Participant in Non-covered Service within ninety (90) days after the date of participation or the Plan Year, whichever is later.

CREDITING SERVICE FOR QUALIFIED MILITARY SERVICE

If you have left employment with an employer participating in this Plan for service in qualified military service as defined under Section 1.28 and thereafter returned to employment with an Employer participating in the Plan, you may be entitled to pension credits in accordance with USERRA. You should consult the Fund Office to determine the conditions for earning the service in this situation.

IV. TYPES OF BENEFITS

There are six (6) types of benefits payable under this Plan:

1. Normal Retirement Benefit
2. Special Early Retirement Benefit
3. Early Retirement Benefit
4. Total and Permanent Disability Benefit
5. Vested Benefit
6. Death Benefit

All of the above types of benefits are described in detail in the following sections of the Summary Plan Description.

FOR ACTIVE PARTICIPANTS

Normal Retirement Benefits

Eligibility for Normal Retirement Benefits

You will be eligible to apply for a Normal Retirement Benefit on the earlier of the following dates, provided you have retired from employment with all Employers in the jurisdiction of this Fund:

- (A) The Participant's sixty-second (62nd) birthday or the Participant's age on the date you have been credited with ten (10) or more Years of Service, whichever is later; or
- (B) The later of: (i) age 65, or (ii) the fifth anniversary of the time the Participant first commenced participation in the Plan.

Amount of Normal Retirement Benefit (See Form of Benefit For Married Participants on Page 14):

The amount of your Normal Retirement Benefit will be equal to your Past Service Benefit, if any, plus your Future Service Benefit, as follows:

Past Service Benefit – Your Years of Past Service (to a maximum of ten [10] years) multiplied by \$3.00 plus

Future Service Benefit –

3.15% of Employer contributions for work performed through October 31, 2004, plus

1.5% of Employer contributions for work performed November 1, 2004 and after.

NOTE: the Future Service Benefit has changed over the course of the Plan. The Benefit percentage listed in this Summary Plan Description may change in the future and notice will be sent to you of changes.

For example, if you have reached your Normal Retirement Age and retire May 1, 2005, after having worked in the jurisdiction of the Union since 1960 with a total of \$40,000.00 in contributions made on your behalf prior to October 31, 2004 and \$2,000.00 from November 1, 2004 through April 30, 2005, your monthly benefit would be \$1,320.00 calculated as follows:

Past Service Benefit:	
10 years x \$3.00	= \$ 30.00
Future Service Benefit:	
For contributions received through October 31, 2004	
\$40,000.00 x 3.15%	= \$1,260.00
For contributions received after November 1, 2004	
\$2,000.00 x 1.5%	= \$ 30.00
Normal Retirement Benefit:	
\$30.00 + \$1,260.00 + \$30.00	= \$1,320.00/month

Commencement of Normal Retirement Benefit:

You will become entitled to receive your Normal Retirement Benefit upon meeting the eligibility requirements for such benefit beginning on the first day of the month following the receipt of your application. You will continue to receive your benefit monthly until your death.

If you become eligible for a Normal Retirement Benefit and do not apply for your benefit by the sixtieth (60th) day after the close of the Plan Year during which you become eligible, your benefit will begin automatically, unless you elect otherwise in writing or you fail to complete the required application for benefits after you receive a notice prior to your 62nd birthday.

Special Early Retirement Benefits

Eligibility for Special Early Retirement Benefit:

A Participant who has completely retired from employment with all Employers in the jurisdiction of the Fund shall be eligible for a Special Early Retirement Benefit provided:

- (A) You are at least age fifty-five (55); and
- (B) You have at least thirty (30) Years of Service.

Amount of Special Early Retirement Benefit (See Form of Benefit For Married Participants on Page 14):

For Special Early Benefit: This Special Early Retirement Benefit is calculated in the same manner as the Normal Retirement Benefit as outlined above.

Early Retirement Benefits

You will be eligible for an Early Retirement Benefit provided you are at least fifty-five (55), but under age sixty-two (62), have at least ten (10) Years of Service and have retired from employment with all Employers in the jurisdiction of the Fund.

Amount of Early Retirement Benefit (See Form of Benefit For Married Participants on Page 14):

The amount of your Early Retirement Benefit will be equal to your Normal Retirement Benefit, reduced at the rate of one-half (1/2) of one percent (1%) for each month you are younger than the Normal Retirement Age on the commencement date of your Early Retirement Benefit.

For example, if the amount of your Normal Retirement Benefit would be \$1,320.00 per month, but you prefer to retire at age fifty-five (55), your Early Retirement Benefit would be calculated as follows:

Normal Retirement Benefit (prior to reduction for Early Retirement): \$1,320.00

Less Early Retirement Reduction (.005 x 84 months – under age 62) – 42% (\$554.40)

Early Retirement Benefit: \$765.60/month

Commencement of Early Retirement Benefit:

You will become entitled to receive your Early Retirement Benefit upon becoming eligible for that benefit beginning on the first day of the month following the receipt of your application. You will continue to receive your benefit monthly until your death.

Total And Permanent Disability Benefits

You will be eligible to receive a Total and Permanent Disability Benefit provided that you meet all of the following requirements:

- (A) You have at least ten (10) Years of Service;
- (B) You have accrued at least one (1) Year of Service out of the two (2) preceding Plan Years prior to the date of your disability;
- (C) Your physical or mental condition must completely prevent you working within the Electrical Industry; and
- (D) In the opinion of the medical examiner, your disability is expected to be permanent and continuous during the remainder of your life.

You will not be eligible for a Total and Permanent Disability Benefit if your disability consists of addiction to narcotics, or if your incapacity was contracted, suffered or incurred while engaged in a felony, or resulted from an intentionally self-inflicted injury, or from an injury, wound or disability suffered or arising out of a state of war.

Amount of Total and Permanent Disability Benefit:

Your Total and Permanent Disability Benefit will be a monthly benefit equal to your accrued benefit, as calculated for a Normal Retirement Benefit. For example, if you become disabled in May 1, 2005 after having worked as a Participant of the Plan since July, 1978, with total contributions received on your behalf of \$42,000.00, \$40,000.00 prior to November 1, 2004 and \$2,000.00 from November 1, 2004 to January 2006, your Total and Permanent Disability Benefit would be calculated as follows:

Future Service Benefit:	
\$40,000 x 3.15%	=\$1,260.00
\$2,000.00 x 1.5%	=\$ 30.00
Disability Benefit:	=\$1,290.00/month

Commencement of Total and Permanent Disability Benefit:

The disability benefit is an auxiliary benefit and is payable to you as of the first day of the month following receipt of your approved application by the Trustees. You will receive your benefit monthly during continued

eligibility for disability benefits, with the last payment to be made on the first day of the calendar month either preceding the date of your Normal Retirement, death or termination of your disability.

The Disability Benefit provided is an auxiliary disability benefit under Section 1.401(a)-20 of the Treasury Regulations. Upon attainment of Normal Retirement Age, a Disability Benefit shall automatically be converted to a Normal Retirement Benefit and the Participant shall be entitled to an election of any optional form of benefit which would be available to any other Participant at Normal Retirement Age. In the event that Participant receiving a Disability Benefit should die before receiving a Normal Retirement Benefit or an Early Retirement Benefit, his/her surviving Qualified Spouse shall be entitled to receive the Qualified Pre-Retirement Survivor Annuity Benefit.

Termination of Benefits for Total and Permanent Disability:

Your Total and Permanent Disability Benefits shall be terminated if:

- (A) You engage in or perform work in any occupation or employment in the electrical industry; or
- (B) The Trustees determine on the basis of medical findings that you have sufficiently recovered to resume any occupation for wage or profit; or
- (C) You refuse to undergo a periodic medical examination provided, however, that you may not be required to undergo a medical examination more often than twice per year.
- (D) You refuse to answer a questionnaire on a form supplied by the Trustees concerning present physical condition and status. This questionnaire can be furnished annually to you by the Plan.
- (E) Your death.
- (F) The attainment of your Normal Retirement Age.

The Trustees shall have the power to require any Participant claiming to be Totally and Permanently Disabled to be examined by a physician or clinic chosen by the Trustees, or to require the Participant to submit evidence of his Social Security Disability Award as, in their discretion, they deem appropriate.

Qualified Joint And 50% Survivor Benefit (For Married Participants Only)

Eligibility for Qualified Joint and 50% Survivor Benefit:

If you have a Spouse at the date of your retirement, your Normal, Early or Special Early Benefit to which you are entitled will be payable in the form of a Qualified Joint and 50% Survivor Benefit, unless both you and your Spouse elect not to receive your benefit in this form.

Automatic Form of Retirement Benefit:

The automatic form of retirement benefit under this Plan for a married Participant is the Qualified Joint and 50% Survivor Benefit, unless waived by both the Participant and the Participant's Spouse, and is payable in the following form:

Qualified Joint and Survivor Benefit – The Qualified Joint and 50% Survivor Benefit provides a reduced monthly income to the Participant for his lifetime, with a Survivor Benefit for the life of his Spouse which is not less than fifty percent (50%) of the amount that is payable to the Participant.

Right of Election:

In lieu of the Qualified Joint and 50% Survivor Benefit, a Participant may elect the Normal, Early or Special Early Retirement Benefit form of payment and thereby waive the Qualified Joint and 50% Survivor Benefit. In

order that each Participant may have an adequate opportunity to make an election, an election period is established under the Plan which in the case of the Qualified Joint and Survivor Benefit shall begin no more than ninety (90) days, no less than thirty (30) days prior to the Participant's pension commencement date. The Participant, with proper spousal consent, may elect to waive the thirty (30) day notice requirement and elect to commence benefits under this Plan at least more than seven (7) days after the explanation of benefits are provided to both Participant and spouse.

Any election to waive the Qualified Joint and 50% Survivor Benefit shall not take effect unless one of the following conditions is satisfied:

- (A) The Spouse of the Participant consents in writing to such election, and the Spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or notary public.
- (B) It is established to the satisfaction of a Plan representative that the consent required under (a) above may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as the Secretary of Treasury regulations prescribe.

Any consent by a Spouse, or establishment that the consent of a Spouse cannot be obtained, shall be effective only with respect to such Spouse, and not any subsequent or prior Spouse.

A Participant may revoke any election previously made if made prior to the commencement of the payment of benefits under the Plan. The number of revocations will not be limited. An election may not be revoked after payment of benefits has commenced.

All elections and revocations must be made on the appropriate forms available from the Fund Office and shall be effective only upon completing, signing and filing of the form with the Administrator.

Amount of Qualified Joint and Survivor Benefit:

The Qualified Joint and 50% Survivor Benefit provides a reduced monthly benefit that represents the actuarial equivalent of the Normal, Early or Special Early Benefit to which the Participant is otherwise entitled. The factors needed to determine the reduced amount of monthly income are established by Actuary for the Fund and are available at the Fund Office. The amount of the monthly benefit will be calculated by multiplying the appropriate factor from the Table of Factors by the monthly amount of the Normal or Early Retirement Benefits which ever is applicable.

In accordance with the Qualified Joint and 50% Survivor Benefit provisions, upon the death of the Participant, fifty percent (50%) of the monthly benefit which had been payable to the Participant shall be continued to the Participant's Surviving Spouse for the remainder of her lifetime.

For example, if the amount of your Normal Retirement Benefit is \$1,320.00 and you are age 62 and your Spouse is age 60, your Qualified Joint and 50% Survivor Benefit would be calculated as follows:

Normal Retirement Benefit:	\$1,320.00
Qualified Joint and 50% Survivor Benefit –Participant Retiree Benefit (calculated from Table of Factors referenced above as 85.9%):	\$1,133.88
Spouse's 50% Survivor Benefit:	\$566.94/mo.

Commencement of Qualified Joint and 50% Survivor Benefits:

You will become entitled to receive your Qualified Joint and 50% Survivor Benefit as of the first day of the month next following the receipt of your application by the Trustees.

All monthly benefits under the Qualified Joint and 50% Survivor Benefit provisions will continue for the lifetime of the Participant, with the last payment to be made on the first day of the calendar month preceding the Participant's death. Monthly benefits will be continued thereafter to the Spouse in accordance with the Plan provisions.

Effective for those Participants who first commence receiving a Qualified Joint and 50% Survivor Benefit on or after November 1, 1995;and, thereafter, the Spouse pre-deceases the Participant during the time the Participant is receiving benefits, the amount of the Participant's benefit shall be increased to the amount of the Participant's Normal, Special Early or Early Retirement Benefit as though the Participant had not previously elected the Qualified Joint and 50% Survivor Benefit. The revised benefit amount will be effective on the first day of the month following notice to the Fund Office by the Participant of the death of the Participant's spouse and will be payable for the Participant's remaining lifetime.

Effective for those Participants who first commence receiving a Qualified Joint and 50% Survivor Benefit on or after May 1, 1997;and, thereafter, if as a result of a divorce in which a Qualified Domestic Relations Order is issued which provides for the waiver of all spousal benefits, the amount of the Participant's benefit shall be increased to the amount of the Participant's Normal, Special Early or Early Retirement Benefit as though the Participant had not previously elected the Qualified Joint and 50% Survivor Benefit. The revised benefit amount will be effective on the first day of the month following the date that the QDRO is approved by the Trustees and will be payable for the Participant's remaining lifetime.

Guarantee of Minimum Payment:

In the event the Participant's death occurs under the provisions of the Qualified Joint and Survivor Benefit prior to the payment to him of sixty (60) monthly payments, his Spouse will continue to receive the Participant's monthly benefit until a combined total of sixty (60) monthly payments has been made to the Participant and his Spouse. Thereafter, fifty percent (50%) of the Participant's prior monthly benefit will be made to the Participant's Spouse for the remainder of her life.

FOR INACTIVE PARTICIPANTS

Vested Benefits

Eligibility for Vested Benefit:

You will be eligible to apply for a Vested Benefit if you are no longer employed by an Employer within the jurisdiction of the Fund and provided you are vested according to the schedule below. If you meet these eligibility requirements upon termination, you will be vested in a specific percentage of your Accrued Benefits as noted in the schedule. Your Vested Benefit will be payable when you reach your Early or Normal Retirement Age based on the Plan provisions and the Future Service Crediting rate in effect on the date you were last considered to be an Active Participant of the Plan.

Prior to November 1, 1997

If you are a Collectively Bargained Employee, you will become eligible to apply for a Vested Benefit if you are no longer employed by an Employer with the jurisdiction of the Fund provided you have earned at least five (5) Years of Service. If you meet these eligibility requirements upon termination, you will be vested in a specific percentage of your accrued benefit as set forth in the following schedule.

Years of Service	Percent of Benefit
5 years but less than 6 years	50%
6 years but less than 7 years	60%
7 years but less than 8 years	70%
8 years but less than 9 years	80%
9 years but less than 10 years	90%
10 years or more	100%

For example, if you terminate employment after eight (8) Years of Service and the amount of your Accrued Benefit is \$400.00, the amount of your Vested Benefit would be \$320.00 (80% of \$400.00). This amount will be payable to you monthly at the time you reach your Normal Retirement Age.

After November 1, 1997

If you are a Participant that earns Service as a Non-Collectively Bargained Employee, or effective November 1, 1997 if you are a Collectively Bargained Employee who earned one (1) Hour of Service after that date, you become one hundred percent (100%) vested in your accrued Benefit after receiving five (5) Years of Service as set forth in the following schedule:

Years of Service	Percent of Benefit
Less than 5 Years	0%
5 Years or More	100%

Amount of Vested Benefit:

Subject to your eligibility, the amount of the Vested Benefit payable shall depend upon the particular type of Vested Benefit which is elected by the Participant (Normal, Special Early or Early Retirement Benefit). Please refer to the eligibility provisions and the calculations of these benefits in the preceding sections of this Summary Plan Description.

Commencement of Vested Benefit:

The Vested Benefit will be paid in accordance with the payment date of the particular benefit which is selected by the Participant.

When a Terminated Vested Participant Returns to Work.

In the event the Terminated Vested Participant returns to covered employment before his/her benefit payments commence, then the additional service, once the Participant becomes vested in that additional service, will be credited on his/her behalf from the date he/she returns to employment and Employer Contributions are again made on his/her behalf. In such event, for the purpose of calculating the amount of the Participant's total Accrued Benefit, the Accrued Benefit from the Future Service earned based upon the percentage of contributions in effect when the Participant became a Terminated Vested Participant shall be added to the Accrued Benefit from the Future Service earned after the Terminated Vested Participant returns to covered employment, based upon the percentage of contributions made by the Employer to the Trust Fund after the Terminated Vested Participant returns to covered employment.

Death Benefits

Pre-Retirement Death Benefits:

- (A) A Death Benefit shall be payable to your surviving spouse if you die with at least five (5) Years of Service (1) at or after the earliest date in which you could have elected to receive benefits from the Plan, but (2) prior to the commencement of benefits. The amount of the benefit shall be a monthly benefit to your Surviving Spouse for life equal to one-half (1/2) of the amount which would have been payable to you if you had begun to receive benefits in the form of a Qualified Joint and 50% Survivor Benefit on the date before your death. Payment of such benefit to the Surviving Spouse shall

commence on the earliest date on which, under the Plan, the deceased Participant could have elected to receive benefits and should be paid monthly thereafter, ceasing with the month in which the death of such spouse occurred.

In lieu of this Survivor Benefit, your Surviving Spouse may have the option of electing to receive a Five-year Certain Benefit, as described in item D of this section, provided the Actuarial Value of the benefit is not less than the value of the Qualified Pre-Retirement Survivor Benefit.

(B) If you are a Vested Participant, with at least five (5) Years of Service and you die prior to attaining age fifty-five (55), a Qualified Pre-Retirement Survivor Benefit shall be payable to your Surviving Spouse. The Qualified Pre-Retirement Survivor Benefit is equal to the benefit that would have been paid to your Spouse under the following circumstances:

- (1) You had separated from Service on the date of your death;
- (2) You had survived to the first day of the month after your attainment of age fifty-five (55); and
- (3) You had commenced receiving payments under the Qualified Joint and 50% Survivor Benefit provisions on the first day of the month after your attainment of age fifty-five (55) and then immediately died.

Payment of such benefit to the Surviving Spouse shall commence on the earliest date on which, under the Plan, the deceased Participant could have elected to receive benefits and should be paid monthly thereafter, ceasing with the month in which the death of such spouse occurred.

In lieu of the Qualified Pre-retirement Survivor Benefit, your Surviving Spouse may have the option of electing to receive a Five-year Certain Benefit, as described in Item D of this section, provided the Actuarial Value of the benefit is not less than the value of the Qualified Pre-Retirement Survivor Benefit.

(C) If you are an unmarried Vested Participant, with at least five (5) Years of Service and die prior to the commencement of your retirement benefit, a death benefit shall be payable to your beneficiary in accordance with the provisions of the Five-year Certain Benefit, as described in Item D of this section.

(D) The alternate death benefit payable shall be payable in accordance with the provisions of the Five-year Certain payment. The Five-year Certain Benefit is a monthly payment in an amount equal to the Participant's Accrued Benefit as of the date of the Participant's death, payable for a total of sixty (60) months. The Five-year Certain Benefit will commence on the first day of the calendar month following the receipt of application, with monthly payments to be made retroactive to the first day of the month following the Participant's date of death. Monthly payments will continue for a total period of sixty (60) months. If the Beneficiary's death occurs prior to the receipt of sixty (60) monthly payments, the remaining payments shall be paid to the Beneficiary's children, if any, in equal shares. If no legal child or children are living, the death benefit shall be paid to the Beneficiary's Estate until a total of sixty (60) monthly payments has been made in the aggregate, at which time payments shall cease.

Post-Retirement Death Benefits:

(A) If a Retired Participant was receiving a Qualified Joint and 50% Survivor Benefit, the Surviving Spouse to whom the deceased Participant was married upon the commencement of his benefit shall receive monthly benefits for life, in an amount equal to one-half (1/2) of the amount which had been payable to the Retired Participant. In the event the Retired Participant's death occurs under the

provisions of the Qualified Joint and Survivor Benefit prior to the payment to him of sixty (60) monthly payments, his Surviving Spouse shall continue to receive the Retired Participants' monthly benefit until a combined total of sixty (60) monthly payments have been made in the aggregate. Thereafter, fifty percent (50%) of the Retired Participant's prior monthly benefit will be continued to the Surviving Spouse for the remainder of her life. Such benefits shall commence as of the first day of the month coincident with or next following the Participant's death and shall terminate in the month in which the Surviving Spouse 's death occurs. If the Spouse has pre-deceased the Retired Participant, no further benefits shall be payable.

(B) If the Retired Participant was receiving monthly benefits in accordance with the provisions of the Five-year Certain Benefit and his death occurs prior to the receipt of sixty (60) monthly payments, the Beneficiary shall receive the remainder of the payments, commencing as of the first day of the month following the month in which the Retired Participant's death occurs, and shall be payable as of the first day of each subsequent month until sixty (60) monthly payments have been made to the deceased Retired Participant and to the Beneficiary in the aggregate. If the deceased Retired Participant had received at least sixty (60) monthly payments as of the date of his death, no death benefits shall be payable.

(C) If the Actuarial Value of the Pre-Retirement Death Benefit does not exceed nor has ever exceeded \$5,000.00, the Actuarial Value may be paid to the surviving spouse or Beneficiary in a lump-sum distribution. Additionally, the commuted value of any remaining monthly payments following the death of your spouse or Beneficiary receiving monthly payments may be paid in a lump-sum in full satisfaction of the Plan's obligation to any person, providing the Actuarial Value of the death benefit does not exceed and has not ever exceeded \$5,000.00.

Beneficiary Designation:

If you are married at the time of your death, your Spouse will be considered to be your Beneficiary, unless such Spouse has consented in writing to a non-spouse Beneficiary and the consent has been witnessed by a representative of the Plan or by a notary public on the form provided by the Plan. If you are not married, you may designate any person as your Beneficiary, but you must do so on a form supplied by the Board of Trustees.

If you die without designating a Beneficiary, the Death Benefit will be paid to your legal Spouse, if any. If your legal Spouse has pre-deceased you or has ceased to be your legal Spouse, the Death Benefit shall be paid to your legal child or children, in equal shares. If no legal Spouse or legal child or children are alive, the Death Benefit shall be paid to the Executor or Administrator of your estate.

Application for Death Benefits:

No Death Benefit payable under this Plan shall be made to any Participant's Beneficiary(ies) unless application for such benefit is made within twelve (12) months after the date of death of the Participant. The Trustees may in any cases where the circumstances appear to warrant such action liberalize the foregoing requirement.

Death Benefits payable to Minors.

Any Death Benefit payable to minor children may be paid at the discretion of the Board of Trustees to the legally appointed guardian of the minor or if there is no such guardian, to such adults as the Court having legal jurisdiction directs.

V. MINIMUM BENEFITS AND MANDATORY COMMENCEMENT DATE

Minimum Benefits

The monthly benefit of any Participant shall commencing June 1, 1996, be equal to the greater of (1) 30% of the difference between the benefit being received before June 1, 1996 and \$500.00; or (2) a minimum benefit of \$250.00 per month.

Mandatory Commencement of Benefits

The benefit of a vested Participant who attains age 70 _ must commence no later than April 1st of the following calendar year or April 1st of the calendar year following the actual date of retirement or separation from service. A Participant must commence his benefit in accordance with the above to avoid a federal excise penalty on his benefits. This excise tax must be paid by the Participant, not by the Plan.

VI. SUSPENSION OF BENEFITS

If you are receiving any of the following forms of payment:

- Normal Retirement Benefit
- Special Early Retirement Benefit
- Early Retirement Benefit
- Qualified Joint and 50% Survivor Benefit
- Vested Benefit (as provided under Normal Retirement, Early Retirement or Qualified Joint and 50% Survivor Benefit).

Your benefit will be suspended at such time as all of the conditions set forth below are met:

(A) You are re-employed for forty (40) or more hours during any four or five week payroll period which falls within a calendar month. ("Re-employment" is defined to include self-employment).

(B) You are re-employed in the Same Industry, which is defined as returning to work in the same type of business activity (or activities) as that engaged in by any Employer who maintained the Plan at the time you first received your pension benefit (or would have received a pension benefit had you not remained in or returned to employment).

(C) You are re-employed in the "Same Trade or Craft" which is defined as returning to work in a trade or craft in which you were employed at any time under the Plan and includes any supervisory or managerial activity that is reasonably related to the underlying skills associated with the trade or craft for which you were trained or in which you acquired your work experience. (The term "Same Trade or Craft" shall exclude retired participants who return to work in the capacity of an electrical inspector for a political sub-division, those persons who return to work after May 1, 1996 as an estimator (solely perform estimating duties as an office person and not supervisory duties or deliveries) and those persons who return to work on or after August 1, 2000 solely as an instructor in the Canton Electrical Joint Apprenticeship and Training Program.

(D) You are re-employed in the "Same Geographic Area" which is defined as the jurisdiction of the Union which consists of the north half of Carroll Co., Knox Township in Columbiana County, Holmes County, Smith Township and the City of Sebring, Mahoning County, Stark County, the portions of Tuscarawas County north of Auburn, Clay, Rush, and York Townships and the portion of Wayne County south of Baughman, Chester, Green and Wayne Townships.

The "same geographic area" shall also include the geographic jurisdiction of the International Brotherhood of Electrical Workers Locals 64, 246, 306, 573, 688, 1105 and any other local of the International Brotherhood of Electrical Workers which borders the aforesaid jurisdiction of Local 540.

Notification and Presumption:

You are required to notify the Fund Office at such time as you become re-employed, as defined under the conditions set forth in Items A through D, above. In the event that you fail to comply with the Plan's notification requirements (by filing a Notice of Return to Work form), the Trustees may act on the basis that the conditions for suspension set forth in (A) through (D) above have been met. Your benefit will be suspended immediately and you will be notified accordingly. The Trustees shall have the right to apply the suspension retroactively to the initiation of work by your Employer at the job site. The Trustees may, in addition, request information from you concerning your re-employment activity, including tax withholding statements in any given period related to

the suspected re-employment and any other reasonable information for the purpose of verifying such employment.

Upon application of the Presumption Rule, you shall be given the opportunity to come forward at a Suspension Review Proceeding and demonstrate that, in fact, you did not work the minimum number of hours of relevant service for the period in which your benefits were suspended.

Advance Determination:

You have the right to request that an advance determination be made as to the effect your re-employment will have on your retirement benefit. You must submit your request to the Fund Office on an appropriate form approved and provided by the Trustees in accordance with the procedures established by the Trustees.

Resumption of Benefits:

You may request resumption of your benefits at such time as you no longer meet the conditions of re-employment, as previously stated in this section. You must submit your request for resumption of your benefit on a form approved and provided by the Trustees.

Recovery of Overpayments:

In the event that benefit payments have been issued to you for any period during which your benefit should have been suspended, you shall be liable for the full amount of any overpayment(s). The manner and amount of the recovery of the overpayment(s) shall be provided to you in the Suspension Notice furnished to you at such time as your benefit is suspended.

Reinstatement of Retirement Benefits:

Upon your termination of re-employment which resulted in your suspension of your retirement benefits, providing you have given the Fund Office a request for the resumption of your benefit on an appropriate form as approved and furnished by the Trustees, your retirement benefit will resume on the first day of the calendar month following the receipt of the required notice, as follows:

Normal (Special) Retirement Benefit – If you were receiving a Normal Retirement Benefit at the time of your suspension of your benefit, the reinstated benefit shall be in the amount you were receiving prior to the suspension of your benefit, with the addition to any amount realized for service resulting from your re-employment.*

Early Retirement Benefit – If you were receiving an Early Retirement Benefit at the time of the suspension of your benefit, the reinstated benefit shall be in the amount you were receiving prior to the suspension of your benefit, with the addition of any amount realized for service resulting from your re-employment reduced by the Early Retirement reduction factor applicable to your age at the time you retire.

Qualified Joint and 50% Survivor Benefit – If you were receiving a Qualified Joint and 50% Survivor Benefit at the time of the suspension of your benefit, the reinstated benefit shall be in the amount as determined under the applicable type of retirement benefit you were receiving prior to the suspension of your benefit.*

Vested Benefit – If you were receiving a Vested Benefit at the time of the suspension of your benefit, the reinstated benefit shall be in the amount as determined under the applicable type of retirement benefit you were receiving prior to the suspension of your benefit.*

* Any additional contributions are subject to the election and waiver by the spouse as described on pages 14 through 16.

* Any additional contributions are subject to the election and waiver by the spouse as described on pages 14 through 16.

NOTE: These dates of reinstatement may not apply if you have received an overpayment that is to be offset against your benefit. However, you will receive notice of this offset at the time your benefits are suspended.

Recalculation of Retiree Benefits for Retirees who Resume Work without having their Benefits Suspended

If you resume working in the same trade or craft but do not work in the same geographical area, your benefits will not be subject to suspension under this provision. Any contributions which are properly reciprocated to the Plan for work outside the jurisdiction of the Union will be accepted by the Plan. However, the Retirement Benefit will only be recalculated based upon these new contributions once a year at the close of the Plan Year. This recalculated benefit will be based upon the benefit rate in effect at the time you started receiving your benefit.

VII. MISCELLANEOUS

NON ALIENATION OF BENEFITS

Except for Qualified Domestic Relations Orders as approved by the Fund, your pension credits are not assignable, except as otherwise expressly permitted by the Plan or required by law. You cannot borrow on them and your creditors may not attach them.

QUALIFIED DOMESTIC RELATIONS ORDER

The Plan does provide for the payment of your Retirement Benefit to an Alternate Payee under a Qualified Medical Domestic Relations Order. **Notice of a divorce, legal separation or other domestic relations matter must be given to the Fund Office.** Additionally, the Trustees have created a procedure which must be followed in order to assure that the Plan receives the proper notice of the Order. Once you let the Fund Office know of your pending divorce, legal separation, etc. you will be provided with the procedures.

ACTUARIAL FLUCTUATIONS

Your Pension Plan, of course, is subject to economic and mortality fluctuations; however, every possible effort will be made by the Trustees to make certain that the maximum benefits actuarially allowed will be paid. Actuarial calculations will be made under the Plan on an annual basis to assure a smooth flow of benefits and establishment of adequate reserves.

TAXATION OF BENEFITS

If your benefit payments are made in a series of installments to be paid over more than one (1) year, the taxable portion of your distribution will be taxed to you each year as ordinary income. However, if you receive a total distribution of your benefit, you may reduce, or defer entirely, the tax due on the taxable portion of your distribution through use of one of the following methods:

(A) The direct rollover of all or a portion of the distribution of at least \$500.00 to an IRA or another eligible retirement plan. This will result in no tax being due until you begin withdrawing funds from the IRA or an eligible retirement plan. If you do not have a direct rollover into an eligible retirement plan, you may still be eligible for rollover treatment if you complete the rollover into the eligible retirement plan within the strict time frames (normally within sixty [60] days after you receive your distribution). Further, under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment.

(B) Subjecting the distribution to favorable income tax treatment available under current Federal tax laws. When you receive a distribution, the Plan Administrator will provide you with a more detailed explanation of these options. However, you should consult a qualified tax counsel before making a choice.

INTERNAL REVENUE SERVICE QUALIFICATION

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

PROHIBITION ON MORE THAN ONE BENEFIT

A Participant may not receive more than one type of benefit at the same time, except that a Participant may receive a benefit as the Spouse or the Beneficiary of a deceased Participant.

TRUSTEE DISCRETIONARY AUTHORITY OF PLAN INTERPRETATION

The decisions of the Trustees in all matters pertaining to the administration of the Trust shall be final. The Board of Trustees, as the administrator of the Trust, shall have complete control of the administration of the Trust, subject to the provisions hereof, 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 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.

VIII. HOW TO APPLY FOR BENEFITS

I. 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.

II. 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 Administrative Manager. You must file a claim for benefits on the form approved by the Board of Trustees. The Administrative Manager will provide you with an application for benefits which must be completed. This application must be filed with the Administrative Manager.

III. 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 Administrative Manager 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 from the Administrative Manager on your application for Retirement Benefits within ninety (90) days from the date the Administrative Manager receives your completed application.

IV. HOW TO FILE A CLAIM SPECIFICALLY FOR DISABILITY BENEFITS:

- (A) A written application for Disability Benefits must be filed with the Administrative Manager 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 Administrative Manager 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 from the Administrative Manager regarding your claim for Disability Benefits within forty five (45) days of the date you file your completed application. If you have

not received your Social Security Disability Award and request additional time after your application is filed, the Plan may delay making a decision for two (2) additional thirty (30) day periods provided notice is given to you of such extension(s) before the expiration of the prior decision date.

V. HOW TO FILE A CLAIM SPECIFICALLY FOR DEATH BENEFITS:

(A) A written application for a Death Benefit must be filed with the Administrative Manager no later than twelve (12) months after the death of the Participant and is necessary to be filed if the Beneficiary 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. If you are asked to provide more information, you will have to respond to the request in order to be considered for the Death Benefit.

(C) You will receive a decision from the Administrative Manager on your application for the Death Benefit within ninety (90) days from the date the Administrative Manager receives the completed application.

VI. NOTICE OF AN ADVERSE BENEFIT DECISION ON CLAIM FOR BENEFITS:

Should the Administrative Manager 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 notice of your right of appeal to the Board of Trustees along with a copy of the Appeals Procedure;

(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.

IX. CLAIMS APPEAL PROCEDURES

I. 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 Administrative Manager 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 Administrative Manager 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. The appeal should be addressed as follows:

Board of Trustees
I.B.E.W. Local 540 Pension Fund
33 Fitch Boulevard
Austintown, Ohio 44515

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) If your appeal is received at least thirty (30) days prior to the regularly scheduled quarterly meeting of the Board of Trustees, your appeal will be considered at that quarterly meeting. Any appeal filed less than thirty (30) days prior to the regularly scheduled quarterly meeting of the Board of Trustees will be reviewed at the second regularly scheduled quarterly meeting. In the case of a Disability Retirement Benefit claim, the Board of Trustees shall consider such appeal within forty five (45) days following the receipt of the appeal.

If special circumstances exist regarding a claim, the Board of Trustees may take an extension of time, to the next regularly scheduled quarterly meeting, to review the claim provided notice describing the special circumstances is given to you prior to the expiration of the original review.

(C) You will receive written notice of the decision by the Board of Trustees within five (5) days of the meeting at which the appeal is considered. 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. "
- (D) A full hearing before the Board of Trustees shall be held when:
- (1) Hearing Prior To Initial Appeal Decision. If the Board of Trustees determines, prior to making a decision on appeal, that a hearing is necessary, the Board of Trustees shall notify you and/or your representative of the date, time, and place set for a full hearing on your appeal by regular mail addressed to you and/or your representative as shown on the notice of appeal.
 - (2) Hearing On Voluntary Request For Appeal To Board Of Trustees Following An Original Decision On Appeal By The Board of Trustees. You and/or your representative voluntarily requests a full hearing before the Board of Trustees by written notice within fifteen (15) days after receipt of the Board of Trustees' decision on appeal. The written notice need only state your name, address, and the fact that you are requesting a full hearing before the Board of Trustees, giving the date of the decision of the Board of Trustees on the original appeal. In no case shall the date of the hearing be set for a time later than the third quarterly meeting of the Board of Trustees following the receipt of the original notice of appeal. If you had a hearing before the Board of Trustees under the original appeal, you shall not be entitled to a voluntary hearing on an appeal before the Board of Trustees.
 - (3) A full written report shall be kept of the proceedings of the hearing.
 - (a) In conducting the hearing, the Board of Trustees shall not be bound by the usual common law or statutory rules of evidence.
 - (b) You or you representative shall have the right to review the written record of the hearing, make a copy of it and file objections to it.
 - (c) There shall be copies made of all documents and records introduced at the hearing, attached to the record of the hearing, and made a part of it.
 - (d) All information upon which the Board of Trustees based its original decision shall be disclosed to you or your representative at the hearing.
 - (e) In the event that additional evidence is introduced by the Board of Trustees which was not made available to you prior to the hearing, you shall be granted a continuance of as much time as you desire, not to exceed thirty (30) days.
 - (f) You shall be afforded the opportunity of presenting any evidence in his/her behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so the Board of Trustees may, if they wish, investigate the accuracy of your new evidence or determine whether additional evidence should be introduced.
 - (g) After consideration of the voluntary appeal after hearing, the Board of Trustees shall advise you or your representative of its decision in writing within five (5) days following that hearing. The decision of the Board of Trustees shall set forth specific reasons for their conclusion, shall be written in a manner calculated to be understood by you and shall make reference to the pertinent Plan provisions upon which the decision is based. This decision shall be final and binding upon you.

(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.

(F) If you have any questions regarding the filing of a claim for benefits under this procedure, please contact the Administrative Manager at the Fund Office.

X. STATEMENT OF YOUR RIGHTS UNDER ERISA

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 I.B.E.W. Local 540 Pension Plan. 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 SPD.

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

XI. ADDITIONAL INFORMATION REQUIRED BY ERISA

1. Name of Plan

I.B.E.W. Local No. 540 Pension Plan.

2. Plan Established and Maintained By:

Board of Trustees
I.B.E.W. Local No. 540 Pension Fund
33 Fitch Boulevard
Austintown, Ohio 44515
Toll free 1-800-435-2388

3. Sponsoring Employers:

Upon written request to the Fund Office, you may receive information as to whether a particular employer is a sponsor of the Plan. If the Employer is a sponsor, the Fund Office will furnish his address.

**4. Internal Revenue Service –
Employer Identification Number**

EIN 34-6701444

5. Plan Number:

001

6. Type of Pension Plan:

The I.B.E.W. Local No. 540 Pension Plan is referred to as a defined benefit plan. This means that the dollar amount of benefits provided is based on either years of service or the amount of contributions paid on behalf of the Participant.

The exact dollar amount of the contribution is determined by collective bargaining between the union and employers. The level of benefits is determined actuarially considering contribution, income, mortality rates, turnover of employees, general economic conditions and other facts affecting fund income and costs. Actuarial valuations are performed by enrolled actuaries retained by the Trustees in the participants' behalf. Cost projections and determining benefit levels are done in consultation with the actuary. Although the Trustees and professional advisors make every effort to fix benefit levels accurately, benefit levels are subject to adjustments depending on changes in economic conditions, results of collective bargaining and other necessary changes related to actuarial assumptions.

7. Type of Administration of the Pension Plan:

Although this Plan is administered and maintained by the Qualified Joint Board of Trustees for the I.B.E.W. Local No. 540 Pension Fund, the Trustees have delegated certain administrative functions to a professional administrative manager, Compensation Programs of Ohio, Inc.. Address all communications with the Board of Trustees to:

Board of Trustees
I.B.E.W. Local No. 540 Pension Fund
33 Fitch Boulevard
Austintown, Ohio 44515
Toll free: (800) 435-2388

8. Agent for Service of Legal Process:

The following person has been designated as agent for service of legal process:

William B. Gore, Attorney at Law
Macala, Baasten, McKinley & Gore LLC
4150 Belden Village Street, Suite 604
Post Office Box 35186
Canton, Ohio 44735

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

9. Name, Title, and Address of Principal Place of Business of Each Trustee:

Management Trustees:

William Henne
Hilshire Clark
519 4th Street NW
Canton, Ohio 44703

Ronald Rhoads
Burden Electric
245 West Main Street
Alliance, Ohio 44601

Thomas Shreves
NECA
495 Wolf Ledges Parkway, Suite 4
Akron, Ohio 44311

Frederick Spring
Spring Electric Company
303 14th Street NE
Canton, Ohio 44714

Union Trustees:

Mathew Leslie
2333 Nave Road, SE
Massillon, Ohio 44646

Patrick Soos
2333 Nave Road SE
Massillon, Ohio 44646

Les Wiley
2333 Nave Road, SE
Massillon, Ohio 44646

Philip Williams
2333 Nave Road, SE
Massillon, Ohio 44646

10. Collective Bargaining Agreements:

This Plan is maintained pursuant to a collective bargaining agreement between I.B.E.W. Local No. 540 and the various participating Employers. You may obtain a copy of the collective bargaining agreement by writing to the plan administrative manager, or you may examine it at the Fund Office.

11. Sources of Contributions

This Plan is funded through contributions by the employers on behalf of their employees, under the terms of a collective bargaining agreement and by investment income earned on a portion of the Fund’s assets.

This Plan is subject to periodic actuarial review to assure that the relationship between income and benefit costs meets the funding standards required by ERISA.

12. Funding Medium for the Accumulation of Assets:

Assets are accumulated and invested in accordance with the investment policy of the Board of Trustees, Key Bank administers the monthly payment of plan benefits.

13. Date of the Plan's Fiscal Year End:

October 31.

14. Statement on Plan Termination Insurance:

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 guarantees are 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 thirty (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 provision that have been in place for fewer than five (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 Administrative Manager or contact the PGBC'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>.

The PBGC Office of Communications may also be reached by calling: (202) 254-4817.