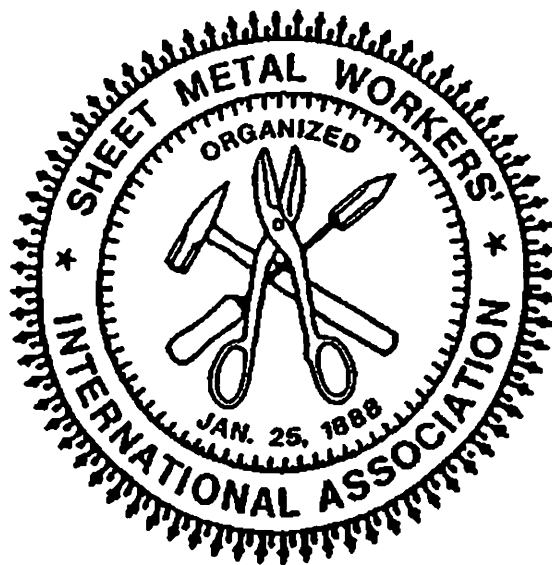


**SHEET METAL WORKERS
LOCAL NO. 33
YOUNGSTOWN DISTRICT
ANNUITY PLAN**

SUMMARY PLAN DESCRIPTION



OCTOBER 1, 2012

**SHEET METAL WORKERS LOCAL NO. 33 YOUNGSTOWN
DISTRICT ANNUITY PLAN**

(330) 270-0453

(800) 435-2388

Mailing Address

33 Fitch Boulevard
Austintown, Ohio 44515

Office Address

33 Fitch Boulevard
Austintown, Ohio 44515

Union Trustees

Travis Hoskinson
Paul Spalding
Eric Faubel

Employer Trustees

Ronald Fagert
William Wier
Peggy Nance

Administrative Manager

COMPENSATION PROGRAMS OF OHIO, INC.

Fund Counsel

GREEN, HAINES, SGAMBATI CO., L.P.A.

Investment Consultant

THE BOGDAHN GROUP

Fund Auditor

YURCHYK & DAVIS CPA'S, INC.

SPECIAL NOTICE

It is extremely important that you inform the Fund Office if you change your address. The importance of a current, correct address on file in the Fund Office cannot be overstated! It is the ONLY way the Trustees can keep in touch with you regarding plan changes and other developments affecting your interests under the Plan. This is your obligation, and failure to fulfill this obligation could jeopardize your benefits.

It is also important that the beneficiary designation on file with the Fund Office is current. Be sure to notify the Fund Office if you wish to change your beneficiary.

**Sheet Metal Workers Local No. 33 Youngstown District
Annuity Plan**

33 Fitch Boulevard
Austintown, Ohio 44515
(330) 270-0453
(800) 435-2388

To All Participants:

We are pleased to present you with this new booklet describing the current provisions of our Annuity Plan. The booklet includes changes in the Annuity Plan required by recent changes to federal law and plan changes through October 2012.

We urge you to read this booklet carefully as it summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible and the procedures to follow when applying for a benefit. Also included is a list of definitions of the terms used in this booklet to explain your annuity benefits, and important information on your rights as a participant or beneficiary.

We suggest that you share this booklet with your family, since they may have an interest in the Plan. You should also keep this booklet for future reference and let members of your family know where the booklet is kept.

Be sure to check over the items in the box on the following page. They are important to help you protect your rights.

Sincerely,

BOARD OF TRUSTEES

IMPORTANT INFORMATION

- Save this booklet. Put it in a safe place.
- Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- If you lose your copy, you can ask the Fund Office for another.
- If you believe that you are eligible for benefits under the Annuity Plan, it is important that you file a written application for your benefits with the Fund Office as soon as possible. Benefits are not payable until your application has been filed, unless you are entitled to receive a mandatory distribution on April 1st following the calendar year in which you turn age 70 1/2.
- After 30 days of service, or the accumulation of \$50.00 in your account, whichever comes first, you are automatically covered by a 50% joint and survivor annuity as a form of death benefit protection for your spouse in the event of your death before you retire. Upon retirement, you may reject the 50% joint and survivor annuity and elect a 75% optional survivor annuity, lump sum payment or payment over a period of time, but you must have your spouse's written and notarized consent.
- If you are leaving employment covered by the Plan after completing 30 or more days of Service, remember that you may be entitled to your benefit. To protect your benefit rights, call or write the Fund Office when you leave covered employment. Arrangements will be made to furnish you with a statement of your benefit rights.
- If you leave employment covered by the Plan to go into military service, you may be entitled to credit for that time, provided that you return to your job promptly after your discharge. Also, be sure to notify the Fund Office prior to leaving your employment for military service and promptly when you return.
- In the event the Board of Trustees determines that an incorrect payment has been made, it reserves the right to take whatever action it deems necessary to ensure recovery of the incorrect amount, including, but not limited to, withholding all or a portion of future benefit payments until the incorrect amount has been satisfied.
- It is extremely important that you inform the Fund Office if you change your address. The importance of a current, correct address on file in the Fund Office cannot be overstated! It is the ONLY way the Trustees can keep in touch with you regarding plan changes and other developments affecting your interests under the Plan. This is your obligation, and failure to fulfill this obligation could jeopardize your benefits.
- It is also important that the beneficiary designation on file with the Fund Office is current. Be sure to notify the Fund Office if you wish to change your beneficiary.

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INTRODUCTION

The Annuity Plan was established as the result of collective bargaining agreements between certain employers in the Sheet Metal Industry and the Union. It is financed primarily by employer contributions. You may be permitted by the applicable Collective Bargaining Agreement to elect to have additional contributions remitted to the Plan by your employer. If you are permitted to do so, the Plan Administrator will notify you in writing of the conditions under which you may elect such additional contributions and will provide you with all necessary forms to do so. No other contributions to the Plan are permitted.

The Annuity Plan is administered by a Board of Trustees made up of representatives of the Union and the representatives of the employers. They serve without compensation. The Annuity Plan is a separate trust fund that pays the benefits provided under the Plan. The Plan has been qualified by the Internal Revenue Service, as amended, to comply with the Employee Retirement Income Security Act of 1974 (ERISA) and subsequent legislation.

Only the full Board of Trustees is authorized to interpret the Plan of Benefits described in this booklet and the Trustees reserve full discretionary authority to interpret and apply the terms of the Plan. No employer or union, nor any representative of any employer or union in such capacity, nor any single trustee, is authorized to interpret this Plan, nor can any such person act on behalf of the Trustees. If you wish any information regarding this Plan, such information must be communicated to you in writing signed on behalf of the Board of Trustees either by the Trustees, or, as authorized by the Trustees in writing, signed by the Fund Manager. The Trustees reserve the right to amend, modify, discontinue and/or terminate all or any part of the Plan when conditions so warrant.

This booklet is only a general explanation of the Annuity Plan document and does not cover all of the details of the Plan. In the event of any conflict between this booklet and the Annuity Plan document, the Plan document will be used to decide the conflict.

ANNUITY PLAN TERMS

The following definitions of terms used in connection with administration of the Annuity Plan may be helpful as you read the explanation of benefits provided in this booklet.

Beneficiary -

A person other than a Participant who is or could be receiving benefits from the Plan because he or she has been designated to receive benefits by a Participant.

Contributing Employer -

An employer who has signed a collective bargaining agreement with the Union requiring that contributions be made to the Annuity Plan.

Covered Employment -

Employment for which contributions are required to be made to the Annuity Plan under the terms of a collective bargaining agreement.

Credit Account -

The value of the account maintained on your behalf to accept contributions, income, gains/losses, and any other credits or charges provided for in the Plan.

Employee -

A person who has performed or is performing work for a Contributing Employer in Covered Employment. The term "Employee" does not include any self-employed person, partner or sole proprietor of a business organization which is a Contributing Employer.

Normal Retirement Age -

Normal Retirement Age means age 59-1/2.

Participant -

An employee eligible for a Credit Account under the Plan.

Plan -

The Sheet Metal Workers Local No. 33 Youngstown District Annuity Plan.

Plan Year-

The 12-month period from January 1 through December 31. This is the Plan's fiscal year for accounting and government reporting purposes.

Retirement -

The period after you qualify for retirement benefits under the Plan and start to receive payments. To be considered retired, certain types of employment are prohibited, as explained further in the Plan itself.

Total and Permanent Disability -

A medically determinable physical or mental impairment that could be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than 12 months, that prevents you from engaging in any substantial gainful activity, and for which you have been approved for disability benefits by the Social Security Administration.

Trust Fund-

The aggregate total of all contributions, income, and gains/losses held by the Plan on behalf of all Participants and Beneficiaries.

Union -

Local Union No. 33, Youngstown District of the Sheet Metal Workers' International Association.

PARTICIPATION & SERVICE

You become a Participant in the Plan on the date you work in Covered Employment for an employer obligated to make contributions to the Trust Fund on your behalf.

If you go to a classification of employees who are not eligible to participate in the Plan, your Credit Account will continue to be credited with investment earnings; however, you will not be eligible to share in employer contributions.

CONTRIBUTIONS

All contributions to your Account are made by your employer pursuant to the terms of the applicable collective bargaining agreement or other written agreement.

ALLOCATIONS

Your share of the Trust Fund is your Credit Account, consisting of Employer Contributions and any Income/Loss Allocation.

Employer Contribution

Your share of the employer's contribution depends upon the amount agreed upon periodically under the collective bargaining agreement in effect between the Union and the employers.

Income/Loss Allocation

On December 31, the Plan's auditor will determine the value of the Plan's Trust Fund based on the fair market value of the Plan's assets. Your share of this value depends on the ratio of your Adjusted Account Balance to the total Adjusted Account Balances of all participants in the Fund. The Adjusted Account Balance is defined as the Credit Account Balance as of December 31 less distributions paid during the following year. **Therefore investment earnings and losses are not allocated on amounts distributed during the plan year.**

Example:

Assume that on December 31, 2011 the total value of the Plan's Trust Fund was \$20,000,000 and that the Plan paid distributions to participants totaling \$1,000,000 during 2012. Also assume that the value of your account was \$50,000 on December 31, 2011, that contributions totaling \$4,000 were paid on your behalf during 2012, and that you received a distribution of \$2,000 during 2012. Now assume that for the year ended December 31, 2012 the Plan had net earnings of \$1,500,000. Your share of the earnings are calculated as follows:

The Adjusted Account Balance of your account is \$48,000 (\$50,000 less \$2,000) divided by the Adjusted Account Balance of all participants totaling \$19,000,000

(\$20,000,000 less \$1,000,000) or .253%. Therefore, your share of the earnings is \$3,795 (\$1,500,000 X .00253).

Your Credit Account on December 31, 2012 is then worth:

Opening balance	\$50,000
Distributions	(2,000)
Contributions	4,000
Earnings	<u>3,795</u>
Ending Balance	<u>\$55,795</u>

Our example assumes the Trust Fund grew in value. However, sometimes investments do not work out so well. It is possible that, in a given year, the Trust Fund may have less value at the end of the year than it had in the beginning of the year. If this happens, your Account may have less value than it had the year before

Limitation on Contributions

There is a limit on the amount of contributions which may be allocated to your Credit Account. The application of this limitation may result in a reduced employer contribution to your Credit Account in any given Plan Year. The Internal Revenue Code provides that the "Annual Additions" allocated to your Credit Account, under this Plan and any other defined contribution plans maintained by the employers, may not exceed the lesser of:

- (a) \$40,000 (this figure may be adjusted from time to time to reflect increases in the cost of living), or
- (b) 100% of your Compensation.

"Annual Additions" are, for your specific plan, the Employer contributions.

VESTING

Vesting means that you are entitled to your Credit Account without the requirement of continuing your employment. When your Account is vested, it is "non-forfeitable" (it can never be taken away from you). Your Credit Account is fully vested (100% vested):

- (1) upon your completion of 30 days of service or accumulation of \$50.00 in your Credit Account, whichever comes first,
- (2) upon attainment of the Early Retirement Age (55) if still employed with an Employer,
- (3) upon attainment of Normal Retirement Age (59 1/2), or

- (4) upon death or Total and Permanent Disability.

TYPES OF BENEFITS

There are seven (7) occasions when benefits may be distributed: Normal Retirement, Early Retirement, Late Retirement, Total and Permanent Disability, Death, Termination of Employment, and Hardship.

- A. **Normal Retirement**
Your Normal Retirement is the first day of the month falling on or just following your attainment of age 59½ .
- B. **Early Retirement**
Your Early Retirement Date is your 55th birthday.
- C. **Late Retirement**
You may elect to take Late Retirement any time after your Normal Retirement Date. Contributions will continue to be made on your behalf until you actually retire.
- D. **Total and Permanent Disability**
You will be eligible for this type of retirement if a medical examiner certifies that a medically determinable physical or mental impairment, that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, prevents you from engaging in any substantial gainful activity, and you have been approved for disability benefits by the Social Security Administration.
- E. **Death**
If you die while an active Participant in the Plan, the full value of your Credit Account will be paid in the form of a pre-retirement survivor annuity to your designated beneficiaries, or, if they so elect, in a lump sum payment.
- F. **Termination of Employment**
If you terminate your services with your employer and have no right to any of the other types of benefits, you are entitled to receive your vested Credit Account, but not more often than once in any consecutive three month period.
- G. **Hardship Withdrawal**
The Trustees may distribute all or a portion of your account balance in the event of certain hardships. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you

will receive at other times.

Whether a hardship exists will be determined by the Trustees based upon all relevant facts and circumstances. A distribution will be authorized for the following purposes:

- (a) The payment of medical expenses arising from the sickness or disability of you or your dependent(s) provided that such expenses are not covered under any hospitalization or health and welfare plan;
- (b) The purchase of your principal residence;
- (c) The payment of tuition for post-secondary education for yourself, your spouse or dependent(s);
- (d) Alleviating any extraordinary financial hardship arising outside your normal course of business.

You may receive a hardship withdrawal only once each calendar year and you must withdraw a minimum of \$3,000.00, or your entire Credit Account if less than \$3,000.00, except for hardship withdrawals for medical expenses.

Early withdrawal of your benefits may result in a 10% penalty assessed by the IRS in addition to normal tax consequences. You should consult with your own tax advisor regarding the implications of the withdrawal of your benefits.

PAYMENT OF BENEFITS

Retirement benefits resulting from a Normal, Early, Late or Disability Retirement, or from Termination of Employment, shall be payable in accordance with one of the following methods:

Single Participants: If you are not legally married on the date you are entitled to commence benefit payments, you may receive your benefit in the form of a life annuity, which means you will receive payments for as long as you live, or in a lump sum payment in cash, or in equal monthly payments for a period certain, which period may not exceed your life expectancy.

Married Participants: If you are legally married on the date you are entitled to begin benefit payments, the Trustees will purchase a 50% joint and survivor annuity contract with your Credit Account. Under a 50% joint and survivor annuity, a lifetime benefit is provided for your spouse as well as for yourself. The amount of the monthly benefit payable to you is reduced during your lifetime from

what it would be if you were not married and were receiving payments under a life annuity. In exchange, upon your death, 50% of the benefit amount you were receiving will be paid to your surviving spouse for life.

You will also have the opportunity to elect a 75% optional survivor annuity. Under a 75% optional survivor annuity, a lifetime benefit is provided for your spouse as well as for yourself. The amount of the monthly benefit payable to you is reduced during your lifetime from what it would be if you were not married and were receiving payments under a life annuity. In exchange, upon your death, 75% of the benefit amount you were receiving will be paid to your surviving spouse for life. You will have a 90 day period prior to the date on which your benefits are to begin to elect the 75% optional survivor annuity.

Under either the 50% joint and survivor annuity or the 75% optional survivor annuity, the amount of the reduction in your benefit depends on your age and your spouse's age. Since the reduction will vary from one case to another, the Plan Administrator will furnish to you the actual figures applicable to the facts of your case based on actuarial calculations. You will have a 90 day period prior to the date on which your benefits are to begin to reject both the 50% joint and survivor annuity and the 75% optional survivor annuity. Your election out of these forms of payment must be consented to by your spouse in writing and witnessed by a Plan representative or a notary public. If proper election is made to waive these payment forms, distribution may be made in a life annuity, in a lump sum payment, or in equal monthly payments for a period certain, which period may not exceed your life expectancy.

Normally, the Trustees will begin making benefit payments to you within a reasonable time after you notify them of your intent to retire or to otherwise seek your benefits, and have completed the required forms.

Rollover Distribution. You or your beneficiary may be entitled to have all or part of your Credit Account paid directly into another qualified retirement plan or IRA. By doing so, you may avoid paying taxes on these benefits until you actually receive them. The Plan Administrator will provide you with a further explanation of this option when you apply for your benefits.

Cash-Out Distribution. If the value of your Credit Account is \$1,000.00 or less, the Plan Administrator may require distribution of your Credit Account. Sixty days prior to the mandatory distribution of the account, you will be given written notice of the option to roll the account balance into another eligible retirement plan or to retain the account balance as a taxable distribution. If you fail to make an election within seven days prior to the mandatory distribution of the account, the account balance will be distributed to you as a taxable distribution.

SUSPENSION OF BENEFITS

Your benefits will be suspended during any post-retirement employment with a Contributing Employer.

DEATH BENEFITS

If you should die after your benefit payments have begun, the amount and form of death benefits payable to your Beneficiary will depend upon the method of benefit payment you were receiving at the time of your death.

If you were receiving benefits under a joint and survivor annuity, your surviving spouse will continue to receive the benefits until her death. If you were receiving benefits under a life annuity, the benefits cease. If you were receiving benefits under the period certain option, your named beneficiary will continue receiving benefits for the remainder of the period or, at your beneficiary's option, may receive the remaining benefits in a lump sum payment.

MILITARY LEAVE

If you have incurred a break-in-service because of military service, you may be entitled to certain credits. Check the Fund's Plan document for an explanation of your entitlement.

MISCELLANEOUS PROVISIONS

Alienation of Accounts

Generally, your interest in your Credit Account may not be alienated. This means the money in your Account may not be sold, used as collateral for a loan, given away, or otherwise transferred. Also, your creditors may not attach, garnish or otherwise interfere with your Account.

However, the Trustees may be required by law to recognize obligations as a result of a court-ordered qualified domestic relations order. A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocate a portion of your assets in the Plan to your spouse, former spouse, children, or other dependents. If such an order is received by the Trustees, all or a portion of your benefits may be used to satisfy the obligation. The Trustees shall determine the validity of any domestic relations order they receive.

Also, if at the time a Participant or his Beneficiary is entitled to receive a benefit, he is indebted to the Plan, the Trustees will first satisfy that debt before paying the benefit over to the Participant or Beneficiary.

Plan Termination

The Union and the employers have the right at any time to terminate the Plan. Upon

such termination, contributions made on your behalf will cease. The Trustees may direct that benefits will be distributed to you and all other Participants in one lump sum payment as soon as practicable, or direct that the Trust continue and benefits be distributed at the same time and in the same manner as if the Plan had not been terminated.

CLAIMS BY PARTICIPANTS AND BENEFICIARIES

You or your beneficiaries may make a request for any Plan benefits to which you may be entitled. Any such request must be made in writing to the Administrator.

Your request for Plan benefits will be considered a claim for Plan benefits and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will furnish you with a written notice of this denial. This written notice must be provided to you within 90 days after the receipt of your claim by the Administrator. If additional information is necessary to make a benefit determination, the period of time for the Administrator to furnish you with a written notice of denial will be extended from the date the Administrator notifies you of the need for additional information until you respond to that request. The written notice of denial must contain the following information:

- (a) The specific reason or reasons for the denial;
- (b) Specific reference to those Plan provisions on which the denial is based;
- (c) A description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- (d) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on after two levels of review.

If notice of the denial of a claim is not furnished to you within 90 days, your claim will be deemed denied. You will then be permitted to proceed to the review stages described in the following paragraphs.

FIRST LEVEL REVIEW

The Claimant or his authorized representative may appeal the decision of the Fund by written notice received by the Board of Trustees within sixty (60) days of the mailing of the notice of an adverse benefit determination. The written notice only needs to state the Claimant's name, address, and the fact that the Claimant is appealing from the decision of the Board of Trustees, giving the date of the decision appealed from.

The appeal shall be addressed as follows:

Board of Trustees
Sheet Metal Workers Local No. 33 Youngstown District Annuity Plan
33 Fitch Boulevard
Austintown, Ohio 44515

You will have the opportunity to submit written issues and comments, documents, records, and other information relating to the claim for benefits. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.

The Plan will review benefit determinations upon appeal (First Level Review) at regularly scheduled meetings that take place at least quarterly. The Board of Trustees will consider the Claimant's appeal of an adverse benefit determination no later than its regular quarterly meeting, which immediately follows the receipt of the notice of appeal, unless such notice was filed within thirty (30) days preceding the date of such meeting. If the notice of appeal was received within thirty (30) days prior to the next regular quarterly meeting, the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the notice of appeal. Review of an adverse benefit determination upon appeal will take into account all comments, documents, records and other information submitted by the claimant, regardless of whether the information was submitted or considered in the initial benefit determination.

If special circumstances exist regarding a benefit claim, the Board of Trustees may take an extension of time, to the next regularly scheduled meeting, to review the claim, provided that the Claimant or his representative are given a notice describing the special circumstances prior to the expiration of the original review period.

After consideration of the appeal as above, the Plan Administrator will advise you or your representative of the decision of the Board of Trustees, in writing, no later than five (5) days following the meeting at which the appeal was considered. The decision will be final and binding unless further appealed as provided below. Notification of an adverse benefit determination upon First Level Review, will contain:

1. The specific reasons or reasons for the adverse benefit determination;
2. Reference to specific Plan provisions on which the determination is based;
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his claim for benefits;

4. A description of the Plan's procedures regarding the Second Level Review allowing a hearing before the Board of Trustees and the time limits applicable to such procedures, including a statement of your right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from the Board of Trustees from the Second Level Review; and
5. 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 U.S. Department of Labor Office and your state insurance regulatory agency.

SECOND LEVEL REVIEW

Following an adverse benefit determination upon a First Level Review, you or your representative may request a full hearing before the Board of Trustees (Second Level Review) by written notice within fifteen (15) days after receipt of the Board of Trustees' decision on the First Level Review. The written notice needs to state only the 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.

The Plan will provide a hearing at the next meeting of the Board of Trustees following the receipt of the request for a Second Level Review as long as the request is received at least 30 days prior to the scheduled meeting date. If the request for a Second Level Review is not received at least 30 days prior to the next scheduled meeting following the receipt of Request for a Second Level Review, the Board may provide a hearing at the second meeting following the Plan's receipt fo the request for a Second Level Review.

A full written report shall be kept of the proceedings of the hearing. You or your representative will have the right to review the written record of the hearing, make a copy of it and file objections to it. Copies of all documents and records introduced at the hearing will be included in the record of the hearing. All information upon which the Board of Trustees based its original will be disclosed to you or your representative at the hearing.

If additional evidence is introduced by the Board of Trustees which was not made available to you prior to the hearing, the hearing may be continued for up to thirty (30) days.

You will have the opportunity to present any evidence on your behalf. If you offer new evidence, the hearing may be continued for up to thirty (30) days so the Board of Trustees may, if they wish, investigate the accuracy of the new evidence or determine whether additional evidence should be introduced.

After consideration of the appeal at the Second Level Review, the Board of Trustees will notify you or your representative of its decision in writing within five (5) days of making its decision. The decision of the Board of Trustees will contain:

1. The specific reasons or reasons for the adverse benefit determination;
2. Reference to specific Plan provisions on which the determination is based;
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits;
4. A statement of your right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from the Board of Trustees from the Second Level Review; and
5. 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 U.S. Department of Labor Office and your state insurance regulatory agency.

SPECIAL PROVISIONS FOR DISABILITY CLAIMS

Claims for Total and Permanent Disability Benefits shall be subject to the following claims and appeals procedures:

The Plan Administrator will notify you if an adverse benefit determination by the Plan within 45 days after receipt of the claim by the Plan. This period may be extended for up to 30 days, if the Plan administrator determines an extension is necessary due to matters beyond the control of the Plan and notifies you prior to the expiration of the initial 45 day period of the circumstances requiring the extension and the date the Plan expects to render a decision. An additional 30-day extension may be taken if the Plan Administrator again determines it is necessary and notifies you prior to the end of the first 30-day extension period. Any notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and additional information needed to resolve those issues. You will have at least 45 days to provide such information.

You will have 180 days following receipt of notice of an adverse benefit determination to appeal the decision. The Board of Trustees will review claims for disability benefits at its regular quarterly meetings. A decision on review will be made without regard for initial benefit determination.

OTHER PLAN INFORMATION

The following additional information concerning your plan is being provided to you in accordance with government regulations.

This Plan is a defined contribution plan. A joint Board of Trustees, consisting of an equal number of Employer and Union representatives, is the Administrator of the Plan. The Trustees have delegated certain administrative functions to a professional administrative manager, Compensation Programs of Ohio.

The Board of Trustees has been designated as the agent for the service of legal process. Process may be served at the Plan Office, or upon any Trustee as follows:

Employer Trustees

Mr. Ronald Fagert

York Mahoning Mechanical
Contractors
724 Canfield Road
Youngstown, Ohio 44511

Ms. Peggy Nance

Thompson Heating and Cooling
219 North River Road N.W.
Warren, OH 44483

Mr. William Wierly

W.W. Heating & Air Conditioning
11400 Market Street
North Lima, OH 44452

Union Trustees

Mr. Eric Faubel

Sheet Metal Workers Local No. 33
200 McClurg Road
Youngstown, Ohio 44512

Mr. Travis Hoskinson

Sheet Metal Workers Local No. 33
200 McClurg Road
Youngstown, Ohio 44512

Mr. Paul Spalding

Sheet Metal Workers Local No. 33
200 McClurg Road
Youngstown, Ohio 44512

Name of Plan: Sheet Metal Workers Local No. 33 Youngstown District Annuity Plan

Administrative

Manager:

Compensation Programs of Ohio

Fund/Administrative

Manager's Office:

33 Fitch Boulevard
Austintown, Ohio 44515
(330) 270-0453
(800) 435-2388

Employer Identification Number (EIN) of Board of Trustees: 34-6596079

Plan Number: 111

Fiscal year end date: December 31

The Plan is maintained and all contributions to the Plan are made by employers in accordance with collective bargaining agreements with the Union. The collective bargaining agreements require contributions to the Plan at fixed hourly rates. You may obtain a copy of the collective bargaining agreement by writing to the Fund Administrative Manager, or you may examine it at the Fund Office.

The Plan Office will provide you, upon written request, with information as to whether a particular employer is contributing to this Plan on behalf of employees working under the Union Contract.

Benefits are provided from the Fund's assets, which are accumulated under the provisions of the collective bargaining agreement and the trust agreement and held in a trust fund for the purpose of providing benefits to covered participants and beneficiaries and defraying reasonable administrative expenses.

PENSION BENEFIT GUARANTY CORPORATION

The Plan is a defined contribution plan providing for an individual account for each Participant and for benefits based upon the amount contributed to the participant's account, and any income, expenses, gains, and losses on such account. Therefore, plan earnings and losses are allocated to each Participant's individual Account and do not affect retirement plan costs. As a result, the Plan's benefits are not insured by the Pension Benefit Guaranty Corporation.

YOUR RIGHTS UNDER ERISA

Disclosure

As a participant in the Sheet Metal Workers Local No. 33 Youngstown District Annuity Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office or at other specified locations, all Plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Upon written request to the Plan Administrator, obtain copies of all Plan documents and other Plan information, including a complete list of the names and addresses of Employers sponsoring the Plan, or information as to whether a particular employer is a Plan sponsor and, if so, the employer's address. A reasonable charge may be made for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary.

Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

- No one—including your Employer, your Union, or any other person—may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Appeal

If your claim for a Plan benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

- Under ERISA, there are steps you can take to enforce the above rights. For Instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the material and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits which is denied or ignored, in whole or in part, you may request a review of your claim by the Trustees by filing such request in writing with the Trustees pursuant to the claim appeal procedures found on page 18 of this booklet, after you receive the letter that your claim was denied. Please refer to the "Claims By Participants and Beneficiaries" section of this booklet. 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 you believe that Plan fiduciaries have misused the Plan's money, or if you believe you have been 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. The court may order the person you have sued to pay these costs and fees, or it may order you to pay the costs and fees.
- If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits

Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.