

**PLUMBING & PIPEFITTING INDUSTRY LOCAL 219
PENSION AND ANNUITY PLANS**

33 Fitch Boulevard
Austintown, Ohio 44515

Notice to All Participants and Alternate Payees Whose Benefits May Be Affected By a Change in the Plan's Benefit Structure:

Because the Plumbing & Pipefitting Industry Local 219 Pension Plan is a defined benefit pension plan, the Plan's actuary assumes that the Plan will obtain a certain rate of investment return on average over a long period of time. As you may be aware, the stock market environment has not been favorable to most investors over the past few years. In recent years, the Plan has suffered a significant decrease in Plan assets and has not met its actuarial assumption due to poor investment returns.

Accordingly, to attempt to correct this problem, the Plan Trustees have been forced to make tough decisions. On August 5, 2004 the Board of Trustees for the Plumbing & Pipefitting Industry Local 219 Pension Fund took action to make appropriate changes and amend the Plan.

A. CHANGES TO THE PENSION PLAN

Effective September 1, 2004, the **only** pre-retirement Death Benefit shall be a benefit which is only available to a Spouse and is known as the REA (Retirement Equity Act of 1984) pre-retirement Death Benefit as follows:

(A) Your surviving Spouse shall be eligible to receive a monthly REA pre-retirement death benefit in the event that you should die prior to your retirement and the date your retirement benefits begin. Your Spouse would receive a benefit so long as your Spouse was married to you throughout the twelve (12) months immediately prior to your death and provided that the following conditions are met:

- (1) you have completed at least one (1) Hour of Service for a Participating Employer (affiliated with the Association) on or after May 1, 1976; and
- (2) you have completed at least five (5) years of Vesting Service with at least one (1) Hour of Vesting Service accrued as a Non-Collectively Bargained Employee on or after May 1, 1989 or have at least five (5) years of Vesting Service with at least one (1) Hour of Vesting Service accrued as a Collectively Bargained Employee on or after May 1, 1999 or have attained Normal Retirement Age while you were an Eligible Employee.

(B) Your Spouse must submit to the Fund's Administrative Manager satisfactory evidence showing that he/she was your legal Spouse at the date of your death and the date of his/her marriage to you.

(C) The monthly amount of the REA pre-retirement Death Benefit payable to your Spouse will be the amount your Spouse would have received if:

(1) your death occurred after the date you had either attained age fifty-five (55) and completed at least five (5) years of Vesting Service with at least one (1) Hour of Vesting Service accrued as a Non-Collectively Bargained Employee on or after May 1, 1989 or had at least five (5) years of Vesting Service with at least one (1) Hour of Vesting Service accrued as a Collectively Bargained Employee on or after May 1, 1999 or you reach Normal Retirement Age, and you had received a retirement benefit on the day before your date of death under the Spouse's Annuity Form described in the Summary Plan Description¹; or

(2) your death occurred on or before the date on which you would have either attained age fifty-five (55) and completed at least five (5) years of Vesting Service with at least one (1) Hour of Vesting Service accrued as a Non-Collectively Bargained Employee on or after May 1, 1989 or have at least five (5) years of Vesting Service with at least one (1) Hour of Vesting Service accrued as a Collectively Bargained Employee on or after May 1, 1999; or you reach Normal Retirement Age, and you had survived to said date and had received a retirement benefit commencing under the Spouse's Annuity Form described in the Summary Plan Description¹, but computed on the basis of your Monthly Accrued Benefit determined on the date of your death.

(D) The first installment of any surviving spouse's REA pre-retirement Death Benefit shall be payable as of the first day of the month following the later of:

(1) the month in which you died; and

(2) the month in which you would have either attained age fifty-five (55) and completed at least five (5) years of Vesting Service with at least one (1) Hour of Vesting Service accrued as a Non-Collectively Bargained Employee on or after May 1, 1989 or have at least five (5) years of Vesting Service with at least one (1) Hour of Vesting Service accrued as a Collectively Bargained Employee on or after May 1, 1999 or attained Normal Retirement Age.

(E) Subsequent installments shall be payable on the first day of each month thereafter and shall end with the installment payable as of the first day of the month in which your Spouse dies.

¹ Spouse Annuity Form. This option provides income to you for as long as you live. After your death, fifty percent (50%) of your monthly Retirement Benefit will continue to be paid to your surviving spouse for the course of your surviving spouse's life as long as your surviving spouse was your spouse on your Benefit Commencement Date.

Effective September 1, 2004, the more generous additional pre-retirement death benefit (which provided for accrual of benefits for all years between the date of a Participant's death and the date the Participant would have reached age 62) shall no longer be available. This additional pre-retirement death benefit allowed your pre-retirement death benefit to be paid to either your Spouse or dependent child.

The only pre-retirement death benefit available for deaths after August 31, 2004, will be the REA pre-retirement death benefit as set forth above. Please note, however, that the Plan's current post-retirement death benefits shall remain unchanged.

B. CHANGES REGARDING THE ANNUITY PLAN

Effective September 1, 2004, the hourly contribution to the Annuity Plan (currently \$2.25) shall now be contributed to the Pension Plan. Therefore, effective this date, there will be no contributions made to the Annuity Plan. However, effective September 1, 2006, the \$2.25 hourly contribution shall again be contributed to the Annuity Plan.

Your current Individual Account in the Annuity Plan will remain invested with National City Bank and continue to be accessible on the phone or Internet.

C. SUMMARY OF MATERIAL MODIFICATIONS

This notice shall serve as a Summary of Material Modifications to your Plan and should be kept with your current Summary Plan Description for future reference. If you have any questions regarding this notice, please contact the Fund's Administrative Manager at 1-800-435-2388.