

Dear Participant:

There have been a few changes to the Sprinkler Industry Supplemental (SIS) Pension Fund since the last booklet was published in 2003. We are pleased to provide you with a new booklet that describes the benefits provided by the SIS Pension Fund.

As with past booklets, this booklet contains two documents. The first part is a summary of the provisions of the Plan. The second part is the legal text of the Rules and Regulations of the Plan. If the summary conflicts with the legal text of the Plan in any way, the Rules and Regulations of the Plan will govern.

We urge you to read this booklet carefully so that you will understand the benefits available to you and to your family. If you have questions about the Plan, please contact the Fund office. If you have questions about your individual account, you can contact the SIS Pension Fund Recordkeeper at (800) 538-2476.

Sincerely,

BOARD OF TRUSTEES

**SPRINKLER INDUSTRY SUPPLEMENTAL
PENSION PLAN**

**SUMMARY PLAN DESCRIPTION
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INTRODUCTION

The Sprinkler Industry Supplemental Pension Plan provides you with retirement benefits that supplement the retirement benefits provided by the National Automatic Sprinkler Industry (NASI) Pension Plan. This Plan is intended to be a retirement plan, not a savings plan or an account that can be used to supplement current income or meet financial needs during your working lifetime (such as financial needs associated with the purchase of a home, medical treatment or education).

This Plan is an individual account pension plan. This means that your benefit is determined by an Individual Account in your name. Your benefit is based solely on the amount of money in your Individual Account when it is paid to you at retirement, disability or separation from employment, or when it is paid to your beneficiary on your death.

This booklet summarizes the benefits of the Plan and how the Plan works. You may also wish to read the official text of the Plan which is also contained in this booklet.

PLAN COVERAGE

Who Is Covered by the Plan?

You are covered by the Plan if you work in a job covered by a collective bargaining agreement or other written agreement that requires your employer to make contributions to the Plan on your behalf. Employees of a Local Union may be covered by the Plan under a Participation Agreement between the Local Union and the Trustees.

If you work in a job covered by a collective bargaining agreement, you are immediately covered by the Plan.

If you perform your first hour of work after 1992 in work that is covered by this Plan but that is not covered by a collective bargaining agreement, you must complete 1000 hours of work before you become covered by the Plan. You are covered by the Plan on the first day of the month after you complete 1000 hours of work.

Employees who are non-bargaining unit employees may participate in the Plan if their participation meets certain requirements set out in the Internal Revenue Code ("Code"). These requirements are described on page 27 of this Summary Plan Description.

Contributions to the Plan

Contributions on your behalf are made only by your Employer at the hourly rate stated in the Collective Bargaining Agreement or other written agreement with your Employer. The contribution rate for Employees of Local Unions and non-collectively bargained employees of Employers is provided in the Participation Agreement between your Employer and the Trustees of the Plan. Employees may not make contributions to the Plan under any circumstances.

Acceptance of New Contributing Employers to the Plan

An employer is accepted by the Trustees as a Contributing Employer upon signing a Collective Bargaining Agreement with a Sprinkler Fitter Local Union. The parties must send to the Fund Office a copy of the signed Collective Bargaining Agreement requiring contributions to the Supplemental Pension Plan on behalf of employees covered by the Agreement. In addition, the parties must send to the Fund Office a copy of any signed Participation Agreement requiring contributions to the Supplemental Pension Plan.

How Much May Be Contributed to the Plan?

Although there is no maximum Contribution Rate to the Supplemental Pension Plan established by the Trustees, the law provides that annual contributions (plus certain other kinds of additions) to a Participant's Individual Account may not exceed 100% of the employee's compensation from contributing Employers. Contributions for a Participant may never be more than \$40,000. This amount is adjusted for cost of living increases as permitted by IRS regulations.

Benefits and contributions under the NASI Pension Plan do not affect the amount that may be contributed to this Plan. The maximum benefits permitted by law may be earned in each plan.

HOW THE PLAN WORKS

Administration of the Plan

The Plan is administered by a joint Board of Trustees with an equal number of Union representatives and representatives of Contributing Employers in accordance with the Trust Agreement. The Plan was created in accordance with the Trust Agreement which establishes the Trustees' duties and authority to administer the Plan. The names, titles and business addresses of each of the current Trustees are as follows:

Stanley M. Smith
Sprinkler Fitters Local 483
23314 Cabot Blvd.
Hayward, CA 94545

Richard D. Sullivan
National Fire Sprinkler Association
P. O. Box 1000
Patterson, NY 12563

Sal Chiaravalloti
Sprinkler Fitters Local 709
12140 Rivera Road
Whittier, CA 90606

Cornelius J. Cahill
National Fire Sprinkler Association
P. O. Box 1000
Patterson, NY 12563

Michael K. Dahl
Sprinkler Fitters Local 699
2800 First Avenue #111
Seattle, WA 98121

John P. McKeefe
National Fire Sprinkler Association
P. O. Box 1000
Patterson, NY 12563

Wayne Miller
Sprinkler Fitters Local 692
14002 McNulty Road
Philadelphia, PA 19154

John DeYoung
Scott E. Campbell Co.
2532 East 49th Street
Vernon, CA 90058

Bradley M. Karbowsky
Road Sprinkler Fitters Local 669
7050 Oakland Mills Road, Suite 200
Columbia, MD 21046

John Joyce
Geo. M. Robinson & Co.
852 85th Avenue
Oakland, CA 94621

The Fund Office, in Landover, Maryland, operates the Plan on a day-to-day basis. The name and address of the Fund Administrator is:

Michael W. Jacobson
8000 Corporate Drive
Landover, Maryland 20785
(301) 577-1700

Normal Business Hours: 9:00 a.m. to 4:30 p.m. (Eastern Time) Monday through Friday

Inquiries relating to investment of your Individual Account should be directed to:

SIS Pension Fund Service Center
(800) 538-2476

Voice Response System Hours: Monday-Sunday (including holidays), 6:00 a.m.-
12:00 midnight (Eastern Time)

Service Representatives Hours: Monday-Friday (excluding New York Stock
Exchange holidays), 9:00 a.m.- 9:00 p.m. (Eastern Time)

Individual Accounts

An Individual Account is an account established for each Employee covered by the Plan. Your Individual Account is established when you become a "Participant." (See page 5, "Who is Covered by the Plan?") Contributions made on your behalf are credited to your Individual Account. Your Individual Account is adjusted for the investment income, gains and losses in asset value and expenses for the investment option or options you select for your Individual Account. Your Individual Account is also charged a proportionate share of general Plan expenses. The amount that accumulates in your Individual Account, valued according to Plan rules, is your benefit from this Plan.

Valuation of Individual Accounts

The value of your Individual Account is determined daily. You can obtain the value of your account by calling the SIS Pension Fund Service Center at (800) 538-2476. You will receive a Statement after the end of each calendar quarter telling you the balance in your Individual Account as of the end of the calendar quarter.

The amount in your Individual Account is calculated as follows:

The amount in your individual account as of the previous valuation

plus

Employer contributions received on your behalf since the previous valuation

plus or minus

Your share of the earnings or losses since the previous valuation from the investment option you have selected

minus

Your share, since the previous valuation, of the investment fees and costs associated with the investment option you have selected

minus

your share of the general administrative costs to operate the Plan since the previous valuation

minus

if applicable, charges to specific individual accounts for the processing of a Qualified Domestic Relations Order or a transfer (other than a roll-over) of the individual account to another Plan. These charges will be the actual fees and costs of the Plan in connection with the processing of the QDRO or the transfer.

INVESTMENT OF PLAN ASSETS

Investment of Your Individual Account

You can choose the manner in which your Individual Account is invested. The Plan offers you the choice of five Life Stage Investment Options which represent a range of risk and return potential. The Plan also offers an Age Based Investing program under which your investment fund changes as you get older so that your exposure to the stock market is reduced as you age.

The following are the Investment options available to you and a description of the types of investments in each option. In addition, there will be some level of cash and other short-term investments to provide liquidity for transfers by Employees, withdrawals and the expenses of the Fund.

Maximum Growth

The Maximum Growth Investment Option seeks to provide high returns over the long term. It may be a good choice for long-term investors seeking aggressive growth who can tolerate higher risk of losses. As the most aggressive option, it invests 15% in the Small/Mid Company Equity Portfolio, 25% in the Large U.S. Company Growth Equity Portfolio, 20% in the Large U.S. Company Value Equity Portfolio, 10% in non-U.S. Company Equity Portfolio, 5% in the Real Estate Equity Portfolio, and 25% in the U.S. Bond Portfolio. This type of investment is usually best suited for individuals below the age of 30 or investors who can tolerate the ups and downs of the market.

Wealth Building

The Wealth Building Investment Option seeks to provide long-term growth with income. It is less aggressive than the Maximum Growth Option. This investment option may be appropriate for investors who can tolerate high potential risk in exchange for potential long-term growth. It invests 10% in the Small/Mid Company Equity Portfolio, 15% in the Large U.S. Company Growth Equity Portfolio, 20% in the Large U.S. Company Value Equity Portfolio, 5% in non-U.S. Company Equity Portfolio, 5% in the Real Estate Equity Portfolio, and 45% in the U.S. Bond Portfolio. Investors between the ages of 30 and 40 typically select similar investment options.

Growth and Income

The Growth and Income Investment Option seeks to provide high total return and current income. It may be a good choice for investors who are willing to take on a moderate level of risk in exchange for potential long-term growth. Many people between the ages of 40 and 50 choose this type of investment mix. This option invests 5% in the Small/Mid Company Equity Portfolio, 10% in the Large U.S. Company Growth Equity Portfolio, 15% in the Large U.S. Company Value Equity Portfolio, 5% in non-U.S. Company Equity Portfolio, 5% in the Real Estate Equity Portfolio, and 60% in the U.S. Bond Portfolio.

Current Income

The Current Income Investment Option seeks to provide current income and preservation of principal with the opportunity for growth. It is designed to provide less risk than the Growth and Income Option. Investors over the age of 50 may prefer this type of portfolio, as it is geared toward stability. This option invests 5% in the Large U.S. Company Growth Equity Portfolio, 10% in the Large U.S. Company Value Equity Portfolio, 5% in the Real Estate Equity Portfolio, 40% in the U.S. Bond Portfolio and 40% in the Stable Value Portfolio.

Capital Preservation

The Capital Preservation Investment Option seeks to preserve principal and to provide stable returns and higher yields than money market funds. Designed to provide greater stability at the expense of higher return potential, this option is the most conservative of the choices. It may be appropriate if you are investing for the short term and will be receiving distributions within five years. It invests 5% in the Real Estate Equity Portfolio, 25% in the U.S. Bond Portfolio, and 70% in the Stable Value Portfolio.

Age Based Investing

Age Based Investing is an investment program under which your investment fund changes as you get older so that your exposure to the stock market is reduced as you age. For example, the Maximum Growth Investment Option is well suited for individuals under age 30 while the Wealth Building Investment Option is well suited for investors between the ages of 30 and 40. The Maximum Growth Investment Option has 70% exposure to the stock market while the Wealth Building Investment Option has 50% exposure to the stock market. If you begin to participate in Age Based Investing at age 25, your individual account (including new contributions) will be invested in the Maximum Growth portfolio. When you reach age 30, your individual account (including new contributions) will automatically be invested in the Wealth Building portfolio. Once you have elected Age Based Investing, you do not need to make any further investment choices. Your investment fund, and therefore, your exposure to the stock market will automatically be changed to give you an asset allocation that is appropriate to your age. The Investment Options and the ages at which your individual account will be automatically invested in those Funds is as follows:

Investment Option	Stock Market Exposure	Age Range
Maximum Growth	70%	under age 30
Wealth Building	50%	age 29 to under age 40
Growth Income	35%	age 39 to under age 50
Current Income	15%	age 50 and over

If you do not select a Life Stage Investment Option, your Individual Account will be invested following the Age Based Investing program. Once you participate in Age Based Investing, whether you elected to do so or participated by default, you are free to make different investment choices provided under the Plan. However, once you elect a different investment option for either

your new contributions or your existing account balance, you will no longer participate in Age Based Investing program unless you later elect to do so.

The Age Based Investing program is not ideal for everyone. You need to take into consideration your own risk tolerance and retirement needs when deciding which Investment Option is best for you.

For additional information about investing and the investment options offered by the Plan, you should refer to the educational materials provided to you. Specifically, you should review the brochures entitled "Learning About Investing" and "Choosing Your Investment Option" as well as the video entitled "Making the Most of the SIS Pension Fund: Choosing Your Investment". You can obtain additional materials by calling the SIS Pension Fund Service Center at (800) 538-2476.

After you have decided how to invest your individual account, you must contact the SIS Pension Fund Service Center at (800) 538-2476 to give investment instructions to the Fund. Generally, your investment instructions will be carried out that day, if they are given by 3:00 p.m. Eastern Time. However, neither the Fund nor the record keeper can guarantee that a transfer you have phoned in will be made on a particular day or time. You should keep this in mind when you give your instructions.

By calling the SIS Pension Fund Service Center you can check your account balance, obtain general plan information, check your current investment selection and rates of return. You may give instructions to transfer your current account balance among the investment options and/or change the investment selection for future contributions at any time. For detailed information on how to obtain information and give investment instructions, you should review the brochures entitled "Managing Your Account" and "Calling in Your Choice" which were provided to you. To obtain additional copies, call the SIS Pension Fund Service Center at (800) 538-2476.

The Trustees have selected professional investment managers to handle each asset class (i.e., the Small Company Equity Portfolio, the U.S. Large Company Value Equity Portfolio, the U.S. Large Company Growth Equity Portfolio, the U.S. Bond Portfolio, the Real Estate Equity Portfolio and the Stable Value Portfolio). The Trustees may change the investment managers at any time. The current investment managers for each asset class and a description of the investments in that asset class are as follows:

Small Company Equity Portfolio: Managed by Lazard Asset Management

The Small Company Equity Manager will invest primarily in equity securities of United States companies. The manager may invest in common stocks, preferred stocks, and securities convertible into or exchangeable for common stocks, rights and warrants. The size (capitalization) of companies included in this portfolio will be similar to those included in the Russell 2000 Index and the Russell Midcap Index.

U.S. Large Company Growth Equity Portfolio: Managed by INTECH

The Large Company Growth Equity Manager may invest in the common stocks, preferred stocks, securities convertible into or exchangeable for common stocks, rights and warrants of U.S. companies. The assets will be invested in domestic common stocks and other equity securities traded on a major United States exchange (New York Stock Exchange, American Stock Exchange, and the NASDAQ Over the Counter Market.) The portfolio may not invest in stock from corporations from outside of the United States nor in ADRs traded on U.S. exchanges or U.S. markets. They may also invest in short term investments rated A1/P1 and the short-term investment fund of the Fund's custodian. The size (capitalization) of the companies included in this portfolio will be similar to those which make up the S&P 500 Index.

Intech's Large Cap Growth process manages portfolios using a mathematical investment strategy developed by the firm's chief investment officer. The investment approach is based on the mathematical theorem of portfolio behavior. Volatility of stock prices is the basis for Intech's mathematical investment strategy. The strategy is both top-down and bottom-up. Risk control parameters are imposed upon the portfolio in an attempt to ensure that the risk will resemble the S&P/Barra Growth Index. The resulting portfolio holds approximately 50-90% of the S&P/Barra Growth Index.

U.S. Large Company Value Equity Portfolio: Managed by the Barrow, Hanley, Mewhinney & Strauss, Inc.

The Large Company Value Equity Manager may invest in the common stocks, preferred stocks, securities convertible into or exchangeable for common stocks, rights and warrants of U.S. companies. The assets will be invested in domestic common stocks and other equity securities traded on a major United States exchange (New York Stock Exchange, American Stock Exchange, and the NASDAQ Over the Counter Market.) The portfolio may not invest in stock from corporations from outside of the United States nor in ADRs traded on U.S. exchanges or U.S. markets. They may also invest in short term investments rated A1/P1 and the short-term investment fund of the Fund's custodian. The size (capitalization) of the companies included in this portfolio will be similar to those which make up the S&P 500 Index.

The Boston Company's approach to equity investing is value oriented and research driven. The firm evaluates securities on traditional measures of value such as low price-to-earnings and low price-to-book value, and reviews broader measures including overall financial health by analyzing the quality of the business and its management. The firm looks to identify business momentum by applying fundamental analysis. The resulting portfolio holds between 65 and 100 securities.

Non-U.S. Company Equity Portfolio: Managed by Alliance Capital Management L.P.

The non-U.S. Equity manager may invest in non-U.S. dollar denominated securities and ADRs of companies based in the countries included in the MSCI EAFE index and Canada. They may also invest in the short-term investment Fund of the Fund's custodian.

This manager may hedge the currency risk of the portfolio by utilizing currency derivatives. At no time may the manager use currency derivatives to leverage the portfolio or for speculation.

It is expected that the non-U.S. Equity manager will exceed the return of the MSCI EAFE (unhedged, GDP weighted) index over a market cycle or three years, which ever is less.

Real Estate Equity Portfolio: Managed by the Multiemployer Property Trust

Real estate may be purchased through commingled funds. Selection, evaluation and asset management of properties will be assumed by each Real Estate Equity Manager utilizing prudent underwriting criteria including, but not limited to, market analysis, physical condition and tenancy.

U.S. Bond Portfolio: Managed by Weiss, Peck & Greer Investments

The U.S. Bond Manager serves in a specialist role managing debt securities. Unless otherwise authorized in writing by the Trustees, the following guidelines apply to each Bond Manager. Commingled investment vehicles may be used if approved in writing by the Trustees. To the extent assets are placed in commingled funds, the practices of such funds as identified in the fund prospectus will be materially consistent with these guidelines.

This portfolio may include (a) U.S. dollar denominated obligations of the United States Government and its Agencies and instrumentalities, and U.S. corporations; (b) mortgage-backed securities including Collateralized Mortgage Obligations ("CMOs"); (c) Asset Backed Securities ("ABSs"); (d) municipal bonds; and (e) short term securities. The fixed income securities in this portfolio must be rated at least Baa3/BBB- or higher by Moody's or Standard & Poor's, respectively, at the time of purchase. Short-term instruments may include the short-term investment fund of the Plan's custodian and individual securities rated A1/P1 at the time of purchase. In the event of a split rating, the higher rating will prevail. The average option-adjusted duration of the portfolio may not exceed four (4) years.

CMOs are limited to Planned Amortization Class (PAC) and Sequential issues so long as their inclusion is consistent with the letter and spirit of the above-stated guidelines. Specifically prohibited are companion tranches or support bonds, floaters, inverse floaters, income only, and principal only CMOs and structured notes unless specifically allowed in writing. At no time may derivatives be utilized to leverage the fund or for speculation.

Stable Value Portfolio: Managed by PRIMCO Capital Management, Inc.

The Stable Value Portfolio Manager may invest in the following: traditional investment contracts issued by insurance companies, banks or other institutions; separate account contracts issued by insurance companies; security investment contracts issued by insurance companies, banks or other institutions; units in a PRIMCO Group Trust or similar pooled investment fund; Bank short-term investment funds; cash and cash equivalents and other individual short-term securities that qualify for investment as detailed below for underlying securities.

Issuers of all investment contracts must be rated A or higher by Moody's, S&P, or other nationally recognized statistical rating agency at the time of purchase. No more than 20% of the portfolio may be invested in companies rated below A+. No more than 20% of the portfolio may be invested in traditional investment contracts issued by any single institution. No more than 20% of the portfolio may be invested in asset-backed investment contracts (separate account, security investment contract) issued by any single institution. Underlying securities of separate account contracts, security-backed contracts, and units in a PRIMCO Group Trust or similar pooled investment fund may be comprised of U.S. Government and its Agencies and other fixed income securities rated A or higher by Moody's, S&P, or other nationally recognized Statistical rating agency at the time of purchase. At no time may derivatives be utilized to leverage the fund or for speculation.

In addition to holding short-term investments or other fixed income vehicles allowing ready access to cash for Plan Participant liquidity needs, the Stable Value Portfolio Manager may utilize other liquidity tools such as advance features, lines of credit, and other appropriate borrowing arrangements on behalf of the Fund. These vehicles may be used as short-term measures to provide cash as needed for honoring Plan Participant withdrawal and transfer requests.

The portfolio will normally be managed with a weighted average duration of not less than two (2) nor more than four (4) years. While a range of two to four years is indicated, the account will be managed opportunistically, consistent with the investment objectives. No individual contract may have a duration exceeding six (6) years.

* * *

You can obtain additional information about the investment portfolios which comprise each of the investment options. You can also obtain a description of the annual operating expenses of the investment options, copies of prospectuses, financial statements reports and any other material relating to the investment alternatives if this material is provided to the Plan, information concerning the assets in each investment alternative, information concerning investment performance of the investment alternatives and information concerning the value of each investment alternative held in your account. To inquire about this information, you should contact the SIS Pension Fund Service Center at (800) 538-2476.

The Plan has been designed to be a plan described in Section 404(c) of the Employee Retirement Income Security Act (ERISA). Because you have the ability to choose how your Individual Account is invested, the Trustees of the Plan are not responsible for any losses that may result from the investment choices you make.

PLAN BENEFITS

Benefits in General

You are eligible for benefits from the Plan if, in accordance with Plan rules, you:

- ♦ retire;
- ♦ become totally and permanently disabled; or
- ♦ separate from employment.

This booklet describes the rules for receiving benefits in each of these circumstances.

Amount of Benefits

When you become eligible for the payment of your benefit, the amount you receive is equal to the value of your Individual Account determined as of the date benefits are paid to you. See page 8, which describes how the value of your Individual Account is determined. The value of your Individual Account includes employer contributions that have been received on your behalf, your share of the investment income, gains and losses value and expenses of the investment option you have selected, as well as your share of the general Plan administrative expenses.

Retirement Benefits

To be considered retired under the Plan, you must completely withdraw from any employment in the piping industry, that is, employment of the type that is within the collective bargaining jurisdiction of the United Association, whether or not the employment is actually covered by a collective bargaining agreement.

You must also meet the age and other conditions for a retirement benefit stated in the Plan.

A Retirement Benefit is payable when you:

completely withdraw from employment in the piping industry;

apply for your benefit; and

you are either:

- (i) age 65 or over; or
- (ii) age 55 or over and you provide proof that you are receiving a pension from the National Automatic Sprinkler Industry Pension Plan or another collectively bargained pension plan. (If you are not vested in the NASI Plan or another Pension

Plan, you must provide evidence that you are receiving Social Security retirement benefits.)

You may choose to withdrawal only a portion of your Individual Account as a Retirement Benefit. If you receive only a portion of your Account, you must file a new application when you wish to receive additional benefits from your Account. You must meet the requirements for a Retirement Benefit at the time that you file your application for additional Retirement Benefits.

Separation Benefits

A Separation Benefit is payable if you have "separated" from employment as defined below. You must apply for a Separation Benefit; it will not be paid automatically.

The definition of "separation" changed on January 1, 1996. For the portion of your Individual Account based on your employment before 1996, you have separated when you meet the requirements of either the old rule or the new rule. For the portion of your Individual Account based on your employment in 1996 and later, only the new rule applies.

For the portion of your Individual Account based on your employment before 1996, you separate on the earlier of:

- ◆ The end of the second calendar year following the calendar year in which you last work in employment covered by the Plan or in which you last work for an employer who contributes to the Plan (even if the employer does not contribute to the Plan on your behalf).
or
- ◆ The end of a period of 12 consecutive months during which you have not worked in employment covered by this Plan or performed any direct or indirect services for any employer in the piping industry whether or not you are paid for those services.

For the portion of your Individual Account based on your employment in 1996 and later, you Separate at the end of a period of 12 consecutive months during which you have not worked in employment covered by this Plan or performed any direct or indirect services for any employer in the piping industry whether or not you are paid for those services.

Therefore, you may not be eligible to receive your entire Account at the same time as a Separation Benefit. You may also choose to withdrawal only a portion of your Individual Account as a Separation Benefit. If you receive only a portion of your Account, you must wait at least 12 months and file a new application when you wish to receive additional benefits from your Account. You must meet the requirements for a Separation Benefit at the time that you file your application for additional Separation Benefits.

There is also a special separation rule for small accounts (under \$2,500). Effective January 1, 2005, you are eligible to receive a separation benefit of your small account if you are not working for an employer maintaining the Plan and you have not worked in employment covered by the Plan for the most recent six consecutive months.

Disability Benefits

Your Individual Account is payable as a Disability Benefit at any age if you are totally and permanently disabled. You are totally and permanently disabled if you are completely unable to engage in Covered Employment and it is reasonably certain that your condition will continue for your remaining lifetime.

In order to receive a Disability Benefit, you must apply for it, and provide proof of your total and permanent disability. The evidence of your disability which may be submitted includes proof of your entitlement to Social Security Disability Benefits or medical reports sufficiently detailed for the Trustees to determine whether you are totally and permanently disabled. In addition, the Trustees may require you to be examined by a physician selected by the Trustees.

PAYMENT OF BENEFITS

Payment of benefits under this Plan is not automatic. You must apply for your benefits on the application form provided by the Trustees. See page 24 about how to apply for your benefits.

How Benefits Are Paid

If your Individual Account is less than \$5000, your Benefit will be paid as a single lump sum. If your Individual Account is \$5000 or more, the Plan must pay your benefit in the automatic form that applies to you based on your marital status, unless you and your spouse, if applicable, elect otherwise.

Automatic Form of Payment if You Are Married: 50% Husband and Wife Pension

If you are married and your Individual Account is at least \$5000, the law requires that your Benefit will be paid automatically as a 50% Husband and Wife Pension unless you waive this method of payment and choose another method of payment with your spouse's consent. Your spouse's consent must be notarized. The 50% Husband and Wife Pension provides a monthly lifetime payment to you, and if you die before your spouse, 50% of your monthly payment will continue to your spouse for his or her lifetime.

Automatic Form of Payment if You Are Not Married: Single Life Pension

If you are not married and your Individual Account is at least \$5000, the law requires that your Benefit will be paid automatically as a Single Life Pension unless you waive this method of payment and choose another method of payment. A Single Life Pension provides a monthly payment to you for your lifetime only.

Information About the 50% Husband and Wife Pension and Single Life Pension

Either a 50% Husband and Wife Pension or a Single Life Pension is purchased by the Fund from an insurance carrier, to provide monthly lifetime payments to you or to you and your spouse.

The amount of your monthly payment (and if applicable, the monthly payment to your spouse), is based on the amount in your Individual Account and your expected lifetime(s).

Fees and costs directly related to the purchase of a lifetime pension (also called an "annuity") will be deducted from your Individual Account, and the balance which remains will determine the monthly payments you will receive.

Other Options for Benefit Payments

Whether or not you are married at the time your benefit is payable, if you (or you and your spouse, if applicable) waive the automatic benefit payment form (Single Life Pension or 50% Husband and Wife Pension), you have a variety of choices of payment forms in which to receive your Benefit.

You may choose to receive your Individual Account in one of the following ways:

- ◆ A single lump sum payment.
- ◆ In monthly, quarterly, semiannual or annual installments over a period of time that you choose;
- ◆ In a combination of a lump sum and installment payments; or
- ◆ In another form of lifetime pension (also called an "annuity" option).

Installment Option

If you choose to receive your Individual Account in Installment Payments you may elect to receive either monthly, quarterly, semiannual or annual installments over a period of time that you choose. However, the period of time may not be less than two years and may not be more than 10 years. Each installment payment will be the amount in your Individual Account at the time the installment is to be paid to you divided by the number of installments remaining.

For example, if you choose annual installments over a five year period the payments will be as follows:

1st Installment	1/5 of the Account
2nd Installment	1/4 of the remaining Account
3rd Installment	1/3 of the remaining Account
4th Installment	1/2 of the remaining Account
5th and Last Installment	The remaining amount in the Account

Annuity Option

Remember, an "annuity" is a monthly payment which starts on a specified date and continues for as long as you live. In addition to the Single Life Pension and 50% Husband and Wife Pension discussed above, other annuities with different features are available. Either you or any beneficiary who is entitled to a benefit payment from the Plan may elect to purchase an annuity from an insurance company.

If you elect an annuity, the Plan uses your Individual Account to purchase the annuity from an insurance carrier that guarantees monthly checks for the life or lives covered. The Plan maintains a group annuity contract with a major insurance carrier for this purpose. No commissions are involved and the annuity purchase rates are very competitive in the market place. Of course, you may purchase an annuity form of benefit from an insurance company of your own choosing. The

Plan does not require or suggest that the Plan's group annuity contract be utilized.

The amount of the monthly benefit payment is based on the amount of your Individual Account used to purchase the annuity, the expected lifetime of the person(s) covered by the annuity and the choices made for payments to continue after that persons death.

For example:

- ◆ You may decide to buy an annuity with only part of your Individual Account.
- ◆ In addition to a lifetime annuity, you may choose to add a guarantee that provides total payments will equal a specified amount. If you die before you receive monthly payments that equal the amount guaranteed, the balance is paid to your beneficiary.
- ◆ In addition to a lifetime annuity, you may choose to add a guarantee that provides payments for a specified length of time. If you die before receiving the number of payments guaranteed, the remaining monthly payments are paid to your beneficiary.
- ◆ You may elect a life annuity for two persons, either you and your spouse, or you and a beneficiary, so that payments continue as long as either of you are alive. You can arrange the terms to provide that, if your beneficiary outlives you, payments continue to the beneficiary in the same amount as the payments during your lifetime or some percentage of that amount.

Other options may also exist. The Fund Office can arrange for a life insurance company to provide estimates based on any options that are of interest to you. Of course, monthly benefit amounts change depending on the options chosen.

Remember, the IRS generally allows only those annuity options that provide for the distribution of your Individual Account during the projected lifetimes of you and your spouse or beneficiary.

Choosing Your Benefit Payment Option

If you apply for a Benefit and your Individual Account is at least \$5000 you will be provided with the estimated monthly benefit amount of a Single Life Pension, or 50% Husband and Wife Pension. The law requires that this information must be provided no more than 90 days before your benefit is paid. You have up to 30 days after receiving this information to waive the Single Life Pension or, if you are married, the 50% Husband and Wife Pension. This is your election period. You, and your spouse, if applicable, may revoke a previous waiver or file a new waiver at any time after the receipt of the information just described and before the end of your election period.

If you wish to waive the Single Life Pension or if you and your spouse wish to waive the 50% Husband and Wife Pension in order to receive your benefits in another method of payment provided by the Plan, you must pay careful attention to the instructions for completing the application and the instructions for waiving the automatic pension benefits. You must also pay careful attention to the dates by which your application and/or supporting documents or waiver

forms must be submitted. If you have any questions, you should contact the Fund Office. Finally, you should carefully review the comparative value information about the other payment options available before you make your decision.

For the purpose of computing the 50% Husband and Wife Pension, your spouse is the person to whom you are married on the Effective Date of your benefit. The person to whom you are married on the Effective Date is the person who must consent to a waiver of the 50% Husband and Wife Pension.

Once a 50% Husband and Wife Pension is purchased from an insurance company and becomes payable, it generally cannot be revoked. If your spouse dies after the Pension becomes payable, your monthly payment generally will not be increased and no one can be substituted as your beneficiary for your spouse. If you and your spouse are divorced after the 50% Husband and Wife Pension becomes payable, your former spouse will be entitled to receive the survivor benefit if you predecease your former spouse unless the terms of a Qualified Domestic Relations Order provide otherwise. You should review the conditions of the insurance company contract for specific information.

SURVIVOR BENEFITS

Preretirement Death Benefits

If you die before you begin to receive your benefits from this Plan and you are not married, your entire Individual Account will be paid to your beneficiary in a Lump Sum. Your beneficiary may also use the Individual Account to purchase a monthly annuity. (See pages 10-13.)

If you die before you begin to receive your benefits from this Plan and you are married on the date of your death, one-half of your Individual Account will be used to provide a Preretirement Surviving Spouse Benefit to your surviving spouse and the remaining half will be paid to your beneficiary as a Preretirement Death Benefit.

Preretirement Surviving Spouse Benefits

The Preretirement Surviving Spouse Benefit provides a monthly pension to your surviving spouse for his or her lifetime. If one-half of your Individual Account is less than \$5000, the Preretirement Surviving Spouse Benefit will be paid to your spouse in a lump sum.

If your spouse is your designated beneficiary for your entire Individual Account, your spouse may elect to receive either a monthly pension for his or her lifetime which is based on the entire Individual Account, or your spouse may elect to receive all of the Individual Account in a single lump sum.

Your spouse will be required to elect his or her method of payment in writing, which must be witnessed by a notary public.

The Preretirement Surviving Spouse Benefit is payable to your surviving spouse at any time after your death. Before the Fund Office can pay the benefit, an application must be submitted that includes all information required to process the claim.

The Surviving Spouse may not postpone the start of benefit payments beyond the April 1st following the calendar year in which you, the Participant, would have reached age 70 ½ .

Death After Retirement

If you die after your Individual Account has been used to purchase an annuity contract from an insurance company, any payments to a beneficiary are determined by the type of annuity you have chosen. See pages 10-13.

Designating a Beneficiary for Preretirement Death Benefits

When you become covered by the Plan, you should name someone to receive your Individual Account if you die. You may change your beneficiary designation at any time by filling out a new Beneficiary Form. A Designation of Beneficiary form is available from the Fund Office. A

change of beneficiary is effective only when a properly completed Beneficiary Form is received by the Fund office. Your divorce from your Beneficiary does not change your Beneficiary or invalidate the designation. If you are divorced and wish to change your Beneficiary, you must submit a new form to the Fund office.

If you are married, your spouse is entitled by law to one-half of your Individual Account as a Preretirement Surviving Spouse Benefit. You may also designate your spouse to be your beneficiary for the Preretirement Death Benefit; your spouse will then receive 100% of your Individual Account. You may also designate any other person to receive one-half of your Individual Account instead of your spouse.

If There Is No Beneficiary

If you have not designated a beneficiary for the Death Benefit from this Plan, or your beneficiary is not living at the time of your death, or if your Beneficiary dies prior to receiving the full or remaining amount of your Account, any Death Benefit will be paid to the first person(s) in the following order who is living at the time of your death:

- ◆ your spouse;
- ◆ your children;
- ◆ your natural parents;
- ◆ the personal representative of your estate.

If two or more persons become entitled to payment of the Death Benefit the benefit will be divided equally among them.

APPLYING FOR BENEFITS

The payment of benefits under this Plan is not automatic. You must apply for benefits on the application form provided by the Trustees. An application form may be obtained from the Fund Office.

Commencement of Benefits

Benefits will be paid effective on the date you indicate on your application if all evidence required for the payment of your benefit including a completed application has been received by the Fund Office. The Effective Date of Benefits is this date designated by you or established after all information required for payment of benefits has been received by the Plan.

Under the law the Effective Date of your benefits cannot be more than 90 days or less than 30 days after you are provided with an explanation and comparison of the different methods for payment of your benefit under the Plan. You, and your spouse, if applicable, can waive the 30-day waiting period in writing and receive your benefits earlier.

Your benefits may be paid promptly after a complete application has been filed if your Individual Account is less than \$5000 or the benefit is being paid as a Husband and Wife Pension after you have reached age 65. The law also requires that your benefits must begin no later than April 1st following the calendar year in which you reach the age of 70 ½.

Return to Covered Employment

If you return to employment covered by this Plan, you will again participate in the Fund upon receipt of contributions for your work in Covered Employment.

Appeal of a Denial of Benefits

Review of Fund Office Determinations

In the event your application for benefits is denied in whole or in part, the Fund Office will provide you with a written notice of such denial within 90 days after the Fund Office receives your application unless special circumstances require an extension of time to process your application. If the Fund Office needs more than 90 days to process your application, you will be notified in writing, before the initial 90-day period expires.

The written notice of a denial will set forth the reasons for the denial, references to any pertinent Plan provisions, a description of any additional material or information which might help your claim, and an explanation of why that information is necessary. In addition, the notice will include a description of the Plan's review procedures and the time limits applicable to such procedures. If you receive such a notice or if you disagree with a policy, determination or action of the Fund, you may request the Board of Trustees to review your benefit denial or the Fund policy, determination or action with which you disagree.

Your written appeal should state the reasons for your appeal and must be filed within 180 days after receipt of the notice. This does not mean that you are required to cite all applicable Plan provisions to make “legal” arguments; however, you should state clearly why you believe you are entitled to the benefit claim or why you disagree with a Fund policy, determination or action. The Trustees can best consider your position if they clearly understand your claims, reasons and/or objections.

Your appeal may be submitted to:

**Trustees of the Sprinkler Industry
Supplemental Pension Plan
8000 Corporate Drive
Landover, Maryland 20785**

The Board of Trustees or a designated Appeals Committee of the Trustees will review your appeal and issue notification of its decision within 60 days of receipt of your appeal unless special circumstances require more time to review your appeal. In the event the Board of Trustees or the Appeals Committee needs more time, you will be provided with written notification of the extension within the initial 60-day period. Such extension will be no longer than 60 additional days. In reviewing your appeal, the Board of Trustees or the Appeals Committee will take into account all comments, documents, records, and other information you submit, without regard to whether such information was submitted or considered in the Plan’s initial determination.

If the Board of Trustees or the Appeals Committee denies your appeal, in whole or in part, the written notice will explain the reasons for the decision, will include specific references to Plan provision on which the decision was based and may indicate if additional information might help your claim.

In connection with an appeal, you may review relevant documents in the Fund Office after making appropriate arrangements or you may request that documents be provided to you. The Fund may charge you \$0.25 per page to provide documents to you, and this amount must be paid in advance.

ADDITIONAL INFORMATION

If I Owe Money, Can I Sign Over My Individual Account Balance?

No. The law requires the Plan to include a provision prohibiting the assignment of your benefit to another person. This is for your protection. However, if the Trustees receive a domestic relations order which the Fund determines is a Qualified Domestic Relations Order requiring that some or all of your benefit be paid to an alternate payee (your spouse, former spouse or your child), that order will be honored to the extent required by law.

What Rights to My Benefit Can My Spouse, Ex-Spouse or Dependents Have?

If you become separated or divorced, your spouse, ex-spouse, child or other dependent may be entitled to receive some or all of your benefits under the Plan to the extent awarded in a court decree which meets the legal requirements for a Qualified Domestic Relations Order. Upon request, the Fund Office will provide the Plan Procedures and Requirements for Qualified Domestic Relations Orders.

Are My Individual Account Plan Benefits Affected by Receipt of Social Security or Other Benefits?

No. Your benefits from this Plan are in addition to any Social Security or other retirement benefits and are not affected by them.

Do I Have to Pay Tax on the Money Earned in My Individual Account?

The money in your Individual Account is not considered taxable income to you until you actually receive it. Therefore, while the money remains in the Plan, no taxes are paid either on the contributions made on your behalf or on the earnings on those contributions. When you receive the money in your Individual Account as benefits, however, it must be reported as taxable income. The law requires the Plan to withhold 20% of benefits paid to you in a lump sum or payments from an insurance company in installments for less than ten (10) years for taxes unless these benefits are paid directly to the trustee of your Individual Retirement Account (IRA) or another pension plan in which you participate. If benefits are paid directly to an IRA or another plan they are referred to as a "direct rollover". The benefits that are subject to the mandatory 20% income tax withholding unless they are rolled over directly to an IRA or other plan are called "Eligible Rollover Distributions."

Not all benefit payments from this Plan are "Eligible Rollover Distributions" as defined in the law. An Eligible Rollover Distribution does not include benefits paid as a Single Life Pension or benefits paid as a 50% Husband and Wife Pension or benefits paid in installments for ten (10) years or more. It does not include benefits paid because you have reached age 70 ½ unless you continue to work and you do not own 5% or more of an Employer. The Plan is not required to withhold 20% for income taxes from a benefit that is not an Eligible Rollover Distribution.

If benefits are paid as a lump sum or in installments before you have attained age 55, an additional 10% tax is applied as a penalty for receiving the benefit so early. This penalty may be avoided if the benefits are rolled over directly to an IRA or other pension plan. Also this additional tax is not charged if you receive benefits after age 55 or a life annuity or disability benefits at any age.

You will receive a detailed explanation of these rules at the time you apply for your benefits. You should seek professional tax advice for assistance when benefits are paid from your Individual Account.

Special Requirements for Non-Collectively Bargained Employees

The Internal Revenue Service has issued rules governing the Supplemental Pension Plan's coverage of non-bargaining unit employees. These rules provide that if an employer contributes to a collectively bargained pension plan on behalf of employees who are not in a collective bargaining unit, the "non-bargaining unit employees" of that employer must separately meet these IRS requirements without taking bargaining unit employees into account.

Employers (including Local Unions) who provide contributions to non-bargaining unit employees are required to provide the Plan with written certification that their contributions do not violate nondiscrimination and coverage rules, or must provide the Plan with enough information for the Plan to determine compliance with the IRS rules.

If requirements of the Internal Revenue Code are not met or the employer does not complete a certification or otherwise cooperate with the Plan's efforts to determine the employer's compliance with IRS requirements, the non-bargaining unit employees will not earn benefits under the Plan from the date of the employer's noncompliance or failure to cooperate.

YOUR RIGHTS UNDER ERISA

As a Participant in the Sprinkler Industry Supplemental Pension Fund, you are entitled to certain rights and protections under ERISA. ERISA provides that all Participants shall be entitled to:

Receive Information About Your Plan and Benefits

You may examine, without charge, at the Trust Fund Office and at other specified locations, such as worksites and union halls, all Plan documents, including Collective Bargaining Agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefits Administration. You may make arrangements to see the documents by calling or writing the Contract Administrator at the Fund Office.

You have the right to obtain copies of all Plan documents and other Plan information upon written request. The Trust Fund Office may make a reasonable charge for the copies.

You may also receive a summary of the Plan's annual financial report. The Fund Administrator, by law, has to give you a copy of this summary report every year.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Health 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 health benefit or exercising your rights under ERISA.

Enforce your Rights

If your claim for a health 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 30 days, you may file suit in a Federal Court. In such a case, the court may require the Plan Administrator to provide the materials and impose a fine on the Administrator until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a State or Federal Court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in 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 frivolous.

Assistance with Questions

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, you should contact the nearest Office of Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

OTHER IMPORTANT INFORMATION

Plan Identification

The official name of the Plan is the Sprinkler Industry Supplemental Pension Plan. The type of plan is defined as a contribution, profit-sharing plan. Such a plan does not have termination insurance under the Pension Benefit Guaranty Corporation.

The Employer Identification Number assigned by the Internal Revenue Service to the Board of Trustees is 14-1595069. The Plan Number assigned by the Board of Trustees is 001.

Plan Year

The Plan Year ends on December 31.

Service of Legal Process

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

Board of Trustees
Sprinkler Industry Supplemental Pension Fund
8000 Corporate Drive
Landover, Maryland 20785

In addition, legal process may be served on any Plan Trustee.

Contribution Source

Contributions to the Plan are made by employers in accordance with their collective bargaining agreements with Sprinkler Fitter Local Unions. Local Unions contribute for their employees in accordance with a Participation Agreement between the Local Union and the Fund. Employers contribute for any non-collectively bargained employees in accordance with Participation Agreements between those Employers and the Fund. Employee contributions are not permitted.

Collective Bargaining Agreements

This Plan was established through collective bargaining. A copy of a collective bargaining agreement may be obtained from the Fund Office upon written request. A charge may be made to cover the cost of providing the requested documents. The Fund Office will also provide you, upon written request, information as to whether a particular employer is contributing to this Fund on behalf of employees working under a collective bargaining agreement.

Plan Documents

A copy of Plan documents may be obtained from the Fund Office upon written request. A charge

of up to 25¢ per page may be made to cover the cost of providing the requested documents. Also, you may examine the Plan Documents during normal business hours at the Fund Office or, within 10 days of a written request to the Fund Office, at the office of a Local Union or at work sites where 50 or more Participants customarily work.

Funding Medium

Benefits are provided from the Plan's assets, which are accumulated under the provisions of collective bargaining agreements and the Trust Agreement and are held in a trust fund for the sole purpose of providing benefits to covered Participants and paying the Plan's administrative expenses.

Plan Assets

The Plan assets are held in trust by the custodian bank, Bankers Trust.

Amendment Provisions

The Trustees have the authority to amend the Plan in accordance with the Trust Agreement. The Trustees are required to make amendments necessary to maintain the tax-qualified status of the Plan.

Plan Termination, Amendment or Elimination of Benefits

The Trustees intend to continue the Plan described in this booklet indefinitely. Nevertheless, they reserve the right to terminate or amend the Plan. The Fund may be terminated by a document in writing adopted by a majority of the Trustees. The Fund may be terminated if, in the opinion of the Trustees, the Trust Fund is not adequate to carry out the intent and purpose of the Fund as stated in its Trust Agreement, or is not adequate to meet the payments due or that may become due under the Plan of Benefit. The Fund may also be terminated if there are no longer any Collective Bargaining Agreements requiring contributions to the Fund. The Trustees have complete discretion to determine when and if the fund should be terminated.

If the Fund is terminated, the Trustees will: (a) pay the expenses of the Fund incurred up to the date of termination as well as the expenses in connection with the termination; (b) arrange for a final audit of the Fund; (c) give any notice and prepare and file any reports that may be required by law; and (d) apply the assets of the Fund in accordance with the Plan of Benefits including amendments adopted as part of the termination until the assets of the Fund are distributed.

No part of the assets or income of the Fund will be used for purposes other than for the exclusive benefit of the Participants and Beneficiaries or the administrative expenses of the Fund. Under no circumstances will any portion of the Fund revert or inure to the benefit of any contributing Employer, the Association or any participating Union either directly or indirectly.

Upon termination of the Fund, the Trustees will promptly notify the Unions, the Association and Employers, and all other interested parties. The Trustees will continue as Trustees for the purpose

of winding up the affairs of the Fund.

In addition, the Trustees have complete discretion and authority to amend or modify the Plan and any of its provisions, in whole or in part, at any time.

Where to Get More Information

You may obtain additional information about the Plan by writing to the Fund Office. Be sure to include your name, address, Social Security number, and the name of your Contributing Employer in any correspondence to the Fund Office.