

PLUMBERS LOCAL UNION NO. 200
SUPPLEMENTAL VESTED
ANNUITY FUND

2121 5TH Avenue, Ronkonkoma, NY 11779

TO OUR MEMBERS:

It is with great pleasure that we present you with this Summary Plan description describing the benefits of our Supplemental Vested Annuity Plan amended through January 1, 2009.

It is the constant aim of the Trustees of the Plan to establish the finest program of benefits to meet the needs of our members.

The Annuity Plan is administered by the Trustees equally representing the Union and Employers and is financed entirely by the employers in accordance with the bargaining agreement now in effect.

Very truly yours,

EMPLOYER:

John Botto
Robert Ruggiero
Dominick D'Elia
Louis Maccarone, Sr.

UNION:

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Richard Brooks
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The Savitz Organization

PLUMBERS LOCAL 200 SUPPLEMENTAL VESTED ANNUITY FUND

SUMMARY PLAN DESCRIPTION

Effective December 1, 2004

The following supplements the information contained in the official text of the Plan and set forth certain rights and protection that plan participants are entitled to under ERISA.

The purpose of this Summary Plan Description is to provide you with information about the rules and level of benefits available to you. *It is not intended to be an official text of the plan.* If it is considered that the terms, conditions and provisions of this Summary differ in content from that of the official text of the plan of benefits, then the official text of the plan shall govern.

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1. PLAN FISCAL YEAR:

July 1st of any year thru June 30th of the succeeding year.

2. ELIGIBILITY FOR MEMBERSHIP IN THE PLAN:

You become a member in the Plan on the first date an employer becomes obligated to make a contribution to the Annuity Fund on your behalf.

3. MEMBER'S ACCOUNT:

The balance in a member's account at the beginning of a fiscal year shall be increased by contributions credited or reduced by benefits paid. Based on the ratio of his average balance for the year, a proportionate share of earnings, less investment costs, will then be added to his account. Based on the ratio of contributions received for his account to total contributions received, a proportionate share of administrative costs for the year will be deducted from his account. The remaining balance shall be the "net value" of a member's account at the end of the fiscal year.

4. BENEFITS FOR MEMBERS:

(a) Death Benefit:

In the event that you die while you have a balance in your account and were not receiving an Annuity payment from the Fund and were married for at least one (1) year at the time of your death, your spouse will receive a Qualified Pre-Retirement Survivor Annuity for the rest of her life from your account balance. Your surviving spouse may also elect to have the benefit payable in one lump sum. If you are married and choose anyone other than your spouse to be your beneficiary and die before you start receiving Annuity payments from the Fund, your spouse, if you have been married for at least one (1) year up to your death, must be the beneficiary for at least one-half of your account.

(b) Retirement Benefits:

You may retire under this Plan when you have met the age and service requirements for Normal or Early Retirement as follows:

1. Normal Retirement- You are age 65 and have reached the 5th anniversary of Participation in the Plan.
2. Early Retirement- You are age 60 and have at least 10 years of service credit;

-or-

You are age 55 and have at least 20 years service credit.

(c) Disability Benefit:

If you become totally and permanently disabled due to a physical or mental condition, you may be eligible for a disability benefit payable in accordance with the Method of Payment Benefits under (e) below.

(d) Termination Benefit:

If you have a credit balance in your account and have not worked for a contributing employer for at least 6 consecutive months, you may apply for a termination benefit.

(e) Method of Payment Benefits:

If you were married throughout the one year period ending on your Annuity Starting Date, the normal form of receiving benefit payments under this Plan shall be a Qualified Joint and Survivor Annuity with your spouse. You may also elect not to receive a Qualified Joint and Survivor Annuity, in which event; your election must be consented to by your spouse in writing which must be witnessed by a notary public. You may then elect to have the balance in your account payable in monthly installments or one lump sum. In the event that you die prior to retirement, your surviving spouse will receive a Qualified Pre-retirement Survivor Annuity. The earliest date that your spouse may receive a payment is the month following the month in which you would have attained the earliest retirement age. However, your spouse may elect to receive a lump sum distribution of your account balance payable upon your death.

5. MANDATORY PAYMENT OF BENEFITS:

You should be aware that, if you are eligible for retirement, benefits must commence no later than April 1st of the year following the year in which you attain age 70 ½ regardless of whether you are employed or not. If you are employed in covered service, you may continue to work, in which event, your monthly benefit will be updated each year.

6. HOW TO APPLY FOR A BENEFIT:

You should file an application for benefits with the Fund Office and the proper forms will be provided to you upon request.

7. APPEALS PROCEDURE:

All claims for benefits must be submitted on claim forms made available by the Fund Office. Claims submitted must be accompanied by any information or proof requested and reasonably required to process such claim.

You or your beneficiary has the right to appeal any denial of an application for benefits under the Plan. If your claim for benefits is denied, in whole or part, the Fund Office will provide you with a written explanation of the reasons for the denial within 90 days from the date your application is received.

Any notice to you or your beneficiary that your claim has been denied shall include the following:

- a. The specific reason(s) for the denial;
- b. Specific reference to the Plan provisions on which the denial is based;
- c. If applicable, a description of any additional material or information necessary to complete the claim and an explanation of why the material or information is necessary;

-and-

- d. A description of the steps, which should be taken by you or your beneficiary to appeal the denial of benefits.
- e. An explanation of your right to sue under Section 502(a) of ERISA following an adverse ruling on appeal.

Special circumstances may require more than 90 days to process your claim and make a determination. In such a case, a notice of the extension will be mailed to you within 90 days from the date your claim was received and the extension notice will indicate the special circumstances which required the extension of time and the date by which the Plan expects to render the final decision.

You will have 60 days from the date you receive the notice of denial of your claim to file a request for an appeal of a denial of benefits. The request must be made in writing to the Trustees. You can appoint an authorized representative to act on your behalf in filing a claim and seeking a review of a denied claim. However, you must notify the Trustees in advance in writing of the name, address, and phone number of the authorized representative. In preparing for your appeal, you or your authorized representative may, upon request, review relevant documents and submit issues and comments in writing. A document, record or other information is "relevant" and is required to be made available to you only if it:

- f. was relied upon by the Trustees in making the benefit determination;
- g. was submitted, considered, or generated in the course of making the benefit determination; or

- h. demonstrates compliance with the Plan's administrative processes and safeguards required under federal law.

The Board of Trustees will review your appeal and make a decision no later than the meeting of the Board that immediately follows the Fund's receipt of your petition for review. However, if the petition is received within 30 days before the date of the next meeting, the decision may be made no later than the date of the second meeting following the Fund's receipt of your petition for review. If special circumstances require a further extension of time, a determination will be made at the following meeting, but in no case later than the third meeting of the Board following the Fund's receipt of your petition for review. If such an extension of time is required, you will receive written notification of the extension, describing the special circumstances and the date as of which the determination will be made.

You will be notified of the Board's decision as soon as possible, but no later than five days after the decision is made. The notice of the decision will include specific reasons for the decision and will cite the Plan provisions on which the Board of Trustees relied in making its decision.

8. PENALTIES ON WITHDRAWALS AND EARLY DISTRIBUTIONS:

Under the current Internal Revenue Service Code, in an effort to encourage savings for retirement purposes, certain penalties will be charged against **any** withdrawal or distribution from any qualified plan. The penalty is a nondeductible 10% excise tax on the entire taxable amount of the withdrawal or distribution. This penalty is in addition to any income tax you might be liable for on the withdrawal or distribution. The penalty covers withdrawal and distributions due to termination from Plan participation.

Under your Plan, the only exceptions to this rule are as follows:

- (a) A distribution or withdrawal after you have reached age 59 1/2 and have retired;
- (b) A distribution to your beneficiary due to your death;
- (c) A distribution to you due to your total and permanent disability;
- (d) A distribution to you if you have reached age 55 and elect early retirement under the Plan and actually do retire;
- (e) Interest will **not** be credited if withdrawn prior to the close of the fiscal year June 30.

9. ROLLOVER AND WITHHOLDING RULES

If you are entitled to receive a lump sum distribution from the Plan

and choose to make a direct rollover into an Individual Retirement Account (IRA), your payment will not be taxed in the current year and no income tax will be withheld.

If you choose to have the distribution paid to you, the Plan Administrator is required to withhold 20% of the payment which will be sent to the Internal Revenue Service as income tax withholding to be credited against taxes.

10.

QUALIFIED DOMESTIC RELATIONS ORDERS:

The laws governing this type of plan generally provide that a participant's benefits under a qualified plan cannot be assigned, pledged or otherwise encumbered. The Retirement Equity Act, effective January 1, 1985, established an exception to this rule- for "qualified" domestic relations orders- under which the plan may be required to pay benefits to a person (alternate payee) other than the participant. The Tax Reform Act of 1986 amended and further clarified this exception for qualified domestic relations orders.

In general, a Domestic Relations Order (DRO) means any judgment, decree, or order that relates to the provision of child support, alimony payments or marital property rights which is made pursuant to a particular state's domestic relations law (including a community property law). If the DRO is found to be a "Qualified Domestic Relations Order" (QDRO), the plan must make payment of all, or part of, a participant's benefits to the alternate payee(s) specified in the DRO. An alternate payee is a spouse, former spouse, child or other dependent of a participant who is recognized by the DRO as having a right to receive all, or a portion, of the participant's benefits under the plan. An alternate payee may designate a representative for receipt of copies of notices and plan information that are sent to the alternate payee with respect to a DRO. To be "qualified" under ERISA the DRO must satisfy certain requirements.

To be qualified, A Domestic Relations Order must clearly specify;

the participant and each alternate payee covered by the DRO by name and mailing address,

the amount or percentage of the participant's benefits to be paid to each alternate payee, or the manner of determining the alternate payee's benefit,

the number of payments to the alternate payee or the period during

which payments are to be made to the alternate payee to which

the DRO applies, and

the plan or plans to which the DRO applies

any other information necessary to properly administer the DRO.

In addition, the DRO to be qualified cannot require the plan to:

provide benefits under a form of payment that is not provided for for under the plan,

provide benefit amounts which would be greater than the participant's account balance, or

pay to an alternate payee benefit amounts, which are required to be paid to another individual under prior domestic relations order.

While a DRO generally may not require a plan to provide a type or form of benefit not otherwise provided under the plan, the law includes special provisions which permit benefits to be paid to an alternate payee before the participant begins to receive benefits. However, the following requirements must be met:

Benefits to the alternate payee may not begin before the participant reaches his or her "earliest retirement age." The participant's "earliest retirement age" is the earlier of:

- (i) the age the participant could have begun to receive benefits under the plan, if he or she were "separated from service" as defined in the Plan.
- (ii) the earliest age the participant could elect to have his or her payments commence.

The DRO must provide for a benefit form available under the plan to the participant. (However, a joint and survivor annuity for the alternate payee and his or her new spouse is not permitted.)

In no event shall any payments be made to an alternate payee until a qualified person, such as the plan's legal counsel, has determined that the DRO is qualified.

Note: If the plan administrator is notified that a DRO is being sought, the plan administrator may delay payments to a participant in anticipation of such DRO.

The law provides that the plan administrator shall have a reasonable length of time in which to determine whether a DRO is qualified. The plan administrator is to separately account for the amount called for in the DRO which would be payable to the alternate payee during an 18-month period beginning at the time the proposed QDRO requires payments to be made to the alternate payee but not earlier than the receipt by the Plan of the proposed QDRO. If benefits are in pay status, the amounts called for in the DRO will be withheld during this period from the participant's benefit.

While the law requires only separate accounting of amounts currently payable to an alternate payee during the determination period, legal counsel may determine that an immediate segregation of the entire potential interest of the alternate payee is required in order to have the account records necessary to enable the plan to comply with the DRO.

If the DRO is determined to be nonqualified before the 18-month period ends, the plan administrator may (i) continue any withholding of benefit payments, and (ii) continue any separate accounting until the end of the 18-month period if he or she has notice that the alternate payee is attempting to rectify any deficiencies in the DRO.

If the plan administrator is unable to resolve the DRO'S qualified status within 18 months of the date payments would first be required under the DRO, then the DRO shall be treated as not qualified with respect to continued withholding of any benefit payments. All payments withheld during this period (together with interest thereon) are to be paid to the individual who would have received them if the DRO was never issued. Furthermore, any separate accounting will be eliminated, and if a separate account was established under defined contribution plan the accumulated segregated amounts (together with earnings thereon) must be paid to the participant or transferred to his or her plan account. If the DRO is found to be qualified after the 18-month period, the provisions of the DRO shall only be applied prospectively.

11. PLAN TERMINATION:

The Plan may be terminated by the Board of Trustees and, in such event, all of the funds of the Plan shall be used for the exclusive benefit of Participants as of the date of termination of the Plan and to defray the expenses of the termination. In the event of discontinuance of the Plan, the net value of your individual account shall be determined as of the date of discontinuance. Expenses of terminating the Plan shall be deducted pro-rata from the net value of your individual account, to purchase an annuity for you under a group annuity contract as the Trustee shall in their sole discretion determine. Any annuity so purchased may be a fixed dollar or variable annuity, or both, and will be subject in all respect to the terms of the group annuity contract under

which it is purchased.

Upon Plan termination or partial termination or discontinuance of contributions, your interest in the Plan as of the date of Plan termination, partial termination or discontinuance of contributions will be non-forfeitable.

No merger or, consolidation with, or transfer of assets or liabilities to any other plan shall be made unless your benefit after the termination, merger, consolidation or transfer, is equal to or greater than the benefit immediately before the merger, consolidation, or transfer if the Plan had then terminated.

- 12. PARTICIPANTS' RIGHTS AND PROTECTION UNDER ERISA:**
As a participant in the 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 shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration. Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

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 annual report.

Obtain a statement telling you whether you have a right to receive a pension, and, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

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 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 participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that the plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may file suit in a Federal court. The court will decide who shall 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 you claim frivolous.

Assistance with Your 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, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Administration, U.S. Department of Labor, 200 Constitution Ave N.W., Washington, D.C. 20210. You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

13.

Plan Insurance:

This plan is not one which is specifically insured as a pension plan under the provisions of the Pension Benefit Guaranty Corporation (PBGC), a Federally instituted organization. If you, as a participant, desire more information concerning the PBGC and its possible jurisdiction over your annuity plan, you may send inquires to the plan administrator or to the Office of Communications, PBGC, 2020 K Street NW, Washington, D.C. 20006. The PBGC Office of Communications may also be reached by calling (202) 254-4817.

14.

DISCLOSURE INFORMATION REQUIRED BY THIS ACT:

Name of Plan and Employer Identification Number:

Plumbers Local Union No. 200 Supplemental Vested Annuity Plan
I.D. # 11-3124801

Name & Address of Union and Employer Associations:

Local Union No. 200, the United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of U.S. & Canada, AFL-CIO located at 2121 5th Avenue, Ronkonkoma, NY 11779, representing the employees, and the Plumbing Contractors Association of Long Island, Inc., located at 162 Boxwoods Lane, Bay Shore, NY 11706, representing the most significant group of employers. Participants and beneficiaries may receive from the plan administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan, and if so, the sponsor's address,

Type of Plan:

Defined Contribution or Money Purchase.

Operation & Administration:

The operation and administration of the Plan is joint responsibility of the Board of Trustees, consisting of

Employer:

John Botto
Robert Ruggiero
Dominick D'Elia
Louis Maccarone, Sr.

Union:

Danny Grodotzke
Richard Brooks
Mario Mattera
Arthur Gipson

Administrator- Director

Frank J. Pellegrino

The Trustees are the Administrator of the Plan and the agent for services of process and notices.

Collective Bargaining Agreement & Contributions:

Parties to the Collective Bargaining Agreement relating to the plan are the Plumbers Local Union No. 200 and the contributing employers. The collective bargaining agreement contains a clause providing for the rate for your examination upon written request to the Board of Trustees.

Funding Medium:

The Plumbers Local Union No. 200 Supplemental Vested Annuity Fund is the funding medium used for the accumulation of assets and through which benefits are provided, and which is administered by the Board of Trustees.