

**COMMUNICATIONS WORKERS OF AMERICA
SAVINGS & RETIREMENT TRUST**

SUMMARY PLAN DESCRIPTION

May 2011

**Communications Workers of America
501 3rd Street, NW
Washington, DC 20001-2797**

COMMUNICATIONS WORKERS OF AMERICA SAVINGS & RETIREMENT TRUST

SUMMARY PLAN DESCRIPTION

Table of Contents

SUMMARY PLAN DESCRIPTION - PART A	6
INTRODUCTION	6
DEFINITIONS	7
Account Balance	7
Adopting Employer or Employer	7
Beneficiary	7
Board of Trustees or Trustees	7
Compensation	8
Covered Compensation	8
Contributions	8
Pre-Tax Contributions	8
After-Tax Contributions	8
Non-Discretionary Employer Contributions	9
Matching Contributions	9
Rollover Contributions	9
Eligible Member	9
Employee	9
Hours of Service	9
Incidental Employee	10
Joinder Agreement	10
Normal Retirement Date	10
One-Year Break in Service	10
Participant	10
Permanent Disability	10
QDRO	10
Regular Pay	10
Spouse	11
Trust Fund	11
Vested	11
Years of Service	11
ELIGIBILITY	11
ENROLLMENT	11
VESTING	12

CONTRIBUTIONS	12
Pre-Tax Contributions	12
Catch-Up Contributions	13
After-Tax Contributions	13
Discretionary and Non-Discretionary Employer Contributions (Profit-Sharing)	14
Rollover Contributions	14
Limitations on Contributions	15
INVESTMENT OF PLAN ASSETS	15
Trust Fund	15
Investment of Your Account Balance	15
Investment Instructions	16
Account Balances	17
Plan Expenses	17
PAYMENT OF BENEFITS	17
Distribution Events	17
Your Beneficiary	19
Taxation of Distributions	19
IN-SERVICE WITHDRAWALS	19
Age 59½ Withdrawals	19
Hardship Withdrawals	20
After-Tax Account Withdrawals	21
Loans to Participants	21
QUALIFIED DOMESTIC RELATIONS ORDERS	24
LOSS, DENIAL, OR REDUCTION OF BENEFITS	25
Unclaimed Benefits	25
SPECIAL RULES FOR MILITARY SERVICE	26
TOP HEAVY PROVISIONS	27
PLAN AMENDMENT, MERGER, OR TERMINATION	27
CLAIMS AND APPEALS	27
Written Claim Required	27
Claims Procedure	28
Appeal from a Denial of Your Benefit Claim	28
FIDUCIARIES	29
PENSION BENEFIT GUARANTY CORPORATION INSURANCE	30
RIGHTS OF PLAN PARTICIPANTS	30
ADDITIONAL PLAN INFORMATION AVAILABLE TO PARTICIPANTS	32
Additional Investment Information	32
PLAN INFORMATION	33
Plan Name	33
Plan Sponsor	33
Plan Trustees	33
Plan Administrator	33

Plan's Employer ID#	33
Plan Number	33
Plan Type	33
Type of Administration	33
Plan Year	34
Agent for Service of Legal Process	34
Plan Provisions	34
SUMMARY PLAN DESCRIPTION - PART B	35

COMMUNICATIONS WORKERS OF AMERICA SAVINGS & RETIREMENT TRUST

SUMMARY PLAN DESCRIPTION - PART A

INTRODUCTION

The Board of Trustees, appointed by the Communications Workers of America, AFL-CIO (“CWA”) and Adopting Employers, jointly administers the Communications Workers of America Savings and Retirement Trust (the “Plan” or the “Trust”), a profit sharing plan with a 401(k) feature, to provide qualifying members and employees of Adopting Employers with retirement income. This Summary Plan Description (“SPD”) is intended to inform you of your rights and responsibilities under the Plan and summarize the principal provisions of the Plan. However, this summary is not a substitute for the Plan Document itself, which should be referred to for answers to specific questions. In the case of any conflict between the terms of the Plan Document and this SPD, the terms of the Plan Document are controlling. Your rights to benefits under the Plan will be governed solely by the terms of the Plan Document, and this SPD is not designed to, and does not, grant any rights in addition to (or different from) those granted in the Plan Document.

This SPD describes the Plan provisions in effect as of May 1, 2011. The description of the Plan in this SPD replaces and supersedes any other SPD previously issued to you.

If you have trouble understanding any part of this SPD, please contact the Plan Office. If you would like to have a copy of the Plan Document or if you have any questions about your benefits under the Plan, please call or write to the Plan Office. The address is 501 3rd Street, NW, Washington, DC 20001 and the telephone number is (800) 987-0721. The Plan Office’s hours are 9:00 a.m. to 5:00 p.m., Monday through Friday. You may also reach the Plan Office by e-mail at efitzgerald@cwa-union.org.

Please remember that no one other than the Plan Office or the Plan Administrator (the Board of Trustees) can verify your eligibility or benefits. Do not rely upon any statement regarding eligibility or benefits in the Plan made by your Employer, the Union, or their agents.

It is extremely important that you keep the Plan Office informed of any change in address, marital status, or desired changes in beneficiary. This is your obligation, and it is the ONLY way the Plan Office can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan.

INCORPORATION OF JOINDER AGREEMENTS

This SPD consists of two parts. This part (Part A) relates to provisions of the Plan applicable to all Participants. The second part (Part B) incorporates by reference each Adopting Employer's executed Joinder Agreement, which identifies Plan provisions and benefits applicable to each Employer's relationship with the Plan and may modify provisions identified in Part A. These modifications may relate to the types of contributions available, eligibility provisions, the definition of compensation for Plan purposes, and other provisions of import to Participants. You are advised to review BOTH Part A and the appropriate Joinder Agreement (Part B) to more fully understand your rights, benefits, and privileges. Participants with questions on these items are encouraged to contact the Plan Office for assistance.

DEFINITIONS

In order to understand your rights and responsibilities and the operation of the Plan, you should understand certain key terms. Set out below is a list of these key terms and their meanings. Throughout this booklet, defined terms are capitalized. The Plan Document may contain additional definitions. Please be aware, however, that any definition may be changed or modified by the Joinder Agreement (Part B).

Account Balance: The amount of your interest in the Trust Fund from time to time, as shown by the records of the Plan Office, including your Pre-Tax Contributions Account Balance, your Catch-Up Contributions Account Balance, your After-Tax Contribution Account Balance, your Discretionary Employer Contributions Account, your Non-Discretionary Employer Contributions Account, your Employer Matching Contribution Account Balance, and any Rollover Contributions Account Balance you may have.

Adopting Employer (or Employer) : An employer that has adopted this Plan by execution of a Joinder Agreement.

Beneficiary: A person designated by you who is or may become entitled to a benefit from this Plan. If you are married, your Beneficiary is your Spouse unless your Spouse consents in writing to another Beneficiary. If you do not have a surviving Spouse and no alternative election has been made, Beneficiary means your estate. Your Beneficiary does not include your former Spouse who has voluntarily and knowingly waived any benefit from the Plan (e.g., in a court order), even if you have not changed your Beneficiary designation.

Board of Trustees or Trustees: The Employer Trustees and Union Trustees appointed in accordance with the Trust's governing documents. The Board of Trustees is the named fiduciary of the Plan and the Plan Administrator as defined in the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Compensation: The total compensation paid by an Adopting Employer to a Participant during the Plan Year that is includable in gross income and reported as wages and any amount that is deferred with respect to such period to a cafeteria plan, in accordance with a cash or deferred arrangement under any other deferred compensation plan maintained by the Adopting Employer, or to a qualified transportation fringe benefit, as defined by the Internal Revenue Code. In determining allocations for any Plan Year beginning after December 31, 2001, annual Compensation in excess of \$200,000 (or such other increased amount allowed by the IRS) will not be taken into account.

Covered Compensation: The amount of Compensation used to determine contributions to the Plan. Unless otherwise stated in the Joinder Agreement, that portion of an Eligible Member's Compensation that is fixed, basic compensation (regular pay), whether expressed as a salary or as a rate of pay for a normal work period, paid to a Participant by an Adopting Employer shall be the Covered Compensation for determining contributions under the Plan. In determining allocations for any Plan Year beginning after December 31, 2001, annual Compensation in excess of \$200,000 or such other increased amount allowed by the IRS (\$245,000 for 2010) will not be taken into account.

Contributions: There are seven types of contributions under the Plan:

Pre-Tax Contributions: Contributions made to the Plan by an Adopting Employer in response to a Participant's election to have a portion of Covered Compensation contributed to the Plan in lieu of receiving cash compensation. Pre-Tax Contributions may or may not be "matched" by your Adopting Employer in accordance with the applicable Joinder Agreement.

Catch-Up Contributions: Additional Pre-Tax Contributions that are made to the Plan by Participants age 50 and over.

After-Tax Contributions: Contributions to be withheld by an Adopting Employer from the current Covered Compensation of a Participant, after calculation of taxes due, and contributed to the Plan on the Participant's behalf in response to an election made by the Participant. After-Tax Contributions may or may not be "matched" by your Adopting Employer in accordance with the applicable Joinder Agreement.

Discretionary Employer Contributions: Contributions, if any, that an Adopting Employer may have agreed through its Joinder Agreement to make to the Plan on behalf of Participants in an amount that may be determined by such Adopting Employer's management each Plan Year.

Non-Discretionary Employer Contributions: Contributions, if any, that an Adopting Employer may have agreed through its Joinder Agreement to make to the Plan in an amount that is a fixed percentage of the Covered Compensation of its Participants.

Matching Contributions: Contributions, if any, that an Adopting Employer may have agreed through its Joinder Agreement to make to the Plan pursuant to a Participant's election to make Pre-Tax or After-Tax Contributions.

Rollover Contributions: Contributions to the Plan made with respect to a Participant through a rollover contribution, direct rollover of distributions, or trustee-to-trustee transfer, in accordance with the Plan.

Eligible Member: An Employee who (a) has satisfied the initial participation requirement in the Joinder Agreement, or if there is none, has been employed by any Adopting Employer for a three consecutive month period, or (b) has previously been eligible to participate in the Plan by reason of employment with any Adopting Employer, or (c) is an Incidental Employee who has worked 20 or more days in a Plan Year, unless otherwise provided in the Joinder Agreement.

Employee: An individual (a) who is a member of CWA, a member of a collective bargaining unit represented by CWA, or who is employed in a group of employees covered by the Adopting Employer, which group includes one or more employees who are CWA members or an employee of CWA or any entity wholly owned by or under the exclusive control of CWA, and (b) who is employed by an Adopting Employer, including an Incidental Employee.

Hours of Service: Hours of Service include the following:

- (1) Hours for which an Employee is paid, or entitled to payment, for the performance of duties for the Adopting Employer;
- (2) Hours for which an Employee is paid, or entitled to payment, by the Adopting Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence; and
- (3) Hours for which back pay (irrespective of mitigation of damages) are either awarded against or agreed to by the Adopting Employer.

The same Hours of Service will not be credited both under paragraph (1) or paragraph (2), as the case may be, and under paragraph (3). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment is made.

Except in the case of authorized leave or required government service, as described in the definition of One-Year Break in Service below, no more than 501 Hours of Service shall be credited to an Employee for any such continuous period of absence. No Hours of Service will be credited while you are receiving payments from workers' compensation, unemployment insurance, or disability insurance, or for reimbursement payments that you receive for medical expenses.

Incidental Employee: An Employee who is employed by an Adopting Employer on a daily or other incidental basis in accordance with the terms of the collecting bargaining agreement to which he/she is subject.

Joinder Agreement: The agreement entered into by an Adopting Employer to adopt the Plan and Trust.

Normal Retirement Date: Your retirement date as determined by the retirement plan of your Adopting Employer or, if there is none, the date on which you reach age sixty-two (62).

One-Year Break in Service: A twelve consecutive month period beginning on the date a Participant severs employment and ending on the first anniversary of that date, provided that the Participant is not paid or entitled to payment for the performance of duties for any Adopting Employer or affiliated employer during this period. In certain circumstances, absences due to approved leave or leave for service with the armed forces or the government may not result in a Break in Service. In addition, if you have an approved leave due to pregnancy, birth, or adoption of a child, or care for such child immediately after its birth or adoption, you will be credited with up to 501 Hours of Service in order to prevent a Break in Service.

Participant: Any Eligible Member of an Adopting Employer who has met the eligibility and participation requirements of the Plan and who has an account under the Plan.

Permanent Disability: Mental or physical disability that permanently renders a Participant unable to perform the usual duties of his/her employment immediately before such disability. "Disability" means disability as determined by the Social Security Administration.

Plan (or Trust): The Communications Workers of America Savings and Retirement Trust.

QDRO: A Qualified Domestic Relations Order as set forth under ERISA Section 206(d)(3).

Regular Pay: That portion of an Eligible Member's Compensation which is the fixed, basic compensation, whether expressed as a salary or as a rate of pay for a normal work period.

Spouse: The person to whom you are legally married. “Spouse” also means your former Spouse if designated as your Spouse in a QDRO.

Trust Fund: The cash, securities, or other Plan assets held by the Trustee (or other funding agencies of the Plan) for the purposes of the Plan.

Vested: The extent to which you have a nonforfeitable right to your Account Balance.

Years of Service: For purposes of vesting, a Participant shall be credited with the number of Years of Service equal to the number of full Plan years in his/her entire Period of Service.

ELIGIBILITY

You must be an Employee of an Adopting Employer to participate in the Plan. An Adopting Employer is an employer who has executed a Joinder Agreement to participate in the Plan.

For Employees covered by a collective bargaining agreement, participation and the extent of participation in this Plan, if any, will be determined by collective bargaining.

If you are an Employee who is not an Incidental Employee, you must satisfy the Initial Participation Requirement in your Joinder Agreement (Part B), or if there is none, you must complete three consecutive months of service (with no minimum “hours of work” requirement) to become a Participant. Additional service requirements may apply before you are eligible for Matching Contributions or Employer Contributions. Refer to the Joinder Agreement (Part B) to determine if additional service requirements apply.

If you are an Incidental Employee, you are eligible to participate as of your first day of employment after satisfying the period specified by your Employer in the Joinder Agreement. This period is generally between one and twenty days of employment. Additional service requirements may apply before you are eligible for Matching Contributions or Employer Contributions. Refer to the Joinder Agreement (Part B) to determine if additional service requirements apply.

ENROLLMENT

To make Pre-Tax, Catch-Up, or voluntary After-Tax Contributions to the Plan, you must fill out the required Enrollment Form (also known as an election form), which is available at the Plan Office or online at cwasrt.com (under “Forms & Brochures,”) and return it to Plan Office. To begin making these contributions at the beginning of a calendar quarter, you must submit your Enrollment Form to the Plan Office at least fifteen (15) days before the beginning of that calendar quarter. However, if you are electing to participate for the first time, the Plan may

waive this requirement on a uniform and nondiscriminatory basis for all Eligible Members of your Adopting Employer. Your participation in the Plan will continue in accordance with the elections made on your Enrollment Form for as long as you remain a Participant unless you change your elections by submitting a subsequent Enrollment Form. If you do not make an election when you are first eligible, you can make an election later at any time Enrollment Forms are accepted.

Discretionary and Non-Discretionary Employer Contributions, and Employer Matching Contributions may be made to the Plan on your behalf if provided in the Joinder Agreement. You should also fill out an Enrollment Form for these contributions.

All Participants should fill out a Beneficiary designation form and return it to the Plan Office, and keep the Plan Office advised of any changes in your address or marital status.

VESTING

All contributions made by you are always 100% Vested and non-forfeitable. That means that all amounts credited to your Pre-Tax Contributions Account, After-Tax Contribution Account, and Rollover Contribution Account are 100% Vested at all times.

Unless otherwise specified in the Joinder Agreement (Part B), you are also 100% Vested in contributions made on your behalf by your Adopting Employer to your Matching Contribution Account, Non-Discretionary Employer Contribution Account, and Discretionary Employer Contribution Account. You will become fully Vested in all such accounts at the earliest of the time determined under the Joinder Agreement or the date of certain Distribution Events (death, Permanent Disability, or retirement at age 62 or later).

CONTRIBUTIONS

Pre-Tax Contributions

If permitted by your Adopting Employer's Joinder Agreement, you may voluntarily elect to reduce your Compensation and have the amount of this reduction contributed to the Plan through payroll deduction. These contributions are known as "Pre-Tax Contributions." You should be aware that the Internal Revenue Code limits the amount of Pre-Tax Contributions that you can make (see below). If your Adopting Employer or the Plan determines that the amount of your Pre-Tax Contributions exceeds permissible legal limits, the Plan must return the excess to you along with any earnings attributable to it through the end of the Plan Year.

If you elect to have Pre-Tax Contributions made on your behalf, you lower your current taxable income, save current taxes, and increase the amount of tax-sheltered retirement funds being invested on your behalf under the Plan. Income taxes are deferred until funds are

distributed to you from the Plan. FICA and FUTA taxes are withheld from Pre-Tax Contributions before they are contributed to the Plan.

Your Pre-Tax Contributions will be effective as of the first day of the quarter following the Plan Office's receipt of the election form and subsequent transmittal to your Adopting Employer. You may stop Pre-Tax Contributions at any time by giving written notice to the Plan Office at least fifteen (15) days prior to the effective date of the suspension. You may increase or decrease your Pre-Tax Contributions effective as of the first day of the quarter immediately following the Plan Office's receipt of your written instructions requesting the change. Your Pre-Tax Contributions are allocated to a Pre-Tax Contributions Account Balance in your name and are always fully vested and nonforfeitable.

You can obtain more detailed information about the Plan's Pre-Tax Contribution option, as well as the form to elect Pre-Tax Contributions, from the Plan Office.

Catch-Up Contributions

If permitted by your Adopting Employer's Joinder Agreement, you may also make "Catch-Up Contributions" if you are age 50 by the end of a calendar year. As with Pre-Tax Contributions, to make Catch-Up Contributions, you voluntarily elect to reduce your Compensation and have the amount of this reduction contributed to the Plan through payroll deduction. Any Catch-Up Contributions that you make will be credited to your Pre-Tax Contributions Account. The following chart describes the maximum additional Catch-Up Contributions that you may elect to make by law:

<u>Plan Year</u>	<u>Catch-Up Amount Allowed</u>
2010	\$5,500
2011	\$5,500
2012	\$5,500

However, Catch-Up Contributions cannot exceed 100% of your Compensation, reduced by all Pre-Tax Contributions, for the year. Catch-Up Contributions are not subject to the limits under federal law on Pre-Tax Contributions (generally \$16,500 for 2010, described below). Therefore, if you are over 50, you could elect to defer up to \$22,000 in 2010. Contact the Plan Office for more information about Catch-Up Contributions.

After-Tax Contributions

If permitted by your Adopting Employer's Joinder Agreement, you may elect to have contributions deducted from your salary and made to your Plan account on an after-tax basis through payroll deduction, subject to limits the Plan may apply to satisfy IRS discrimination testing rules and regulations. Because your After-Tax Contributions are included in your federal

taxable income when paid as your salary, they are not taxable later when distributed from the Plan. You are always fully vested in these contributions and accompanying earnings.

Your After-Tax Contribution election will be effective as of the first day of the quarter following the Plan Office's receipt of your election form and subsequent transmittal to your Adopting Employer. You may stop After-Tax Contributions at any time by giving written notice to the Plan Office at least fifteen (15) days prior to the effective date of the suspension. You may increase or decrease your After-Tax Contributions effective as of the first day of the quarter immediately following receipt by the Plan Office of your written instructions requesting the change.

Discretionary and Non-Discretionary Employer Contributions (Profit-Sharing)

If provided for in your Adopting Employer's Joinder Agreement, your Employer may make Profit-Sharing Contributions to the Plan (which may be required by a Joinder Agreement) for a given Plan Year. If any such Contributions are made with respect to a Plan Year, they will be allocated to all Participants who were employed by the Adopting Employer or on an authorized leave of absence during the Plan Year and who meet the requirements for such contributions as specified in the Joinder Agreement. The allocation will be in the proportion that each eligible Participant's Compensation bears to the total of such Compensation for all Participants eligible to share in the allocation of Profit-Sharing Contributions, or, if so specified in the Joinder Agreement, the allocation will be a fixed amount per hour worked by the eligible Participant.

Employer Matching Contributions

If provided for in your Adopting Employer's Joinder Agreement, your Adopting Employer may make Matching Contributions to the Plan for a given Plan Year. If any Matching Contributions are made for a Plan Year, they will be allocated to all Participants who were employed by the Adopting Employer or on an authorized leave of absence during the Plan Year, made Pre-Tax Contributions and/or After-Tax Contributions, and who meet the requirements for Matching Contributions as specified in the Joinder Agreement. The allocation will be in the proportion that each Joinder Agreement indicates with respect to the eligible Participant's Pre-Tax Contributions and/or After-Tax Contributions.

Rollover Contributions

The Plan will accept direct rollovers or your contributions of eligible rollover distributions from other qualified employee benefit plans in which you participate. You may also request that the Plan accept trustee-to-trustee transfers from other qualified employee benefit plans in which you participate. These contributions to the Plan are known as Rollover

Contributions and will be credited to a separate Rollover Contribution Account. Rollover Contributions are 100% vested at all times.

Limitations on Contributions

There are limits on the amount of Pre-Tax Contributions that you can make under federal law. The limit for the 2010 calendar year is \$16,500, and this limit may be adjusted by the IRS in future years. If your contributions reach these dollar limits, additional contributions during that calendar year will not be accepted and will be returned to you by the Trustees. Catch-Up Contributions are not taken into account for purposes of any statutory limits or Plan limits.

In addition, the Internal Revenue Code contains complex rules restricting the amount of Pre-Tax Contributions that highly-paid Employees can make to the Plan and other limits on the total amount of contributions and/or benefits that can be provided to Employees. These rules generally have an effect only on highly-compensated Employees. The detailed language describing these rules is in the Plan Document, and you may obtain additional information regarding these rules from the Plan Office. The Plan will notify you if your or benefits will be affected by them.

INVESTMENT OF PLAN ASSETS

The Plan is designed to meet the requirements of a self-directed account plan under section 404(c) of ERISA and the Applicable U.S. Department of Labor regulations. **This means that if you elect to make investment decisions for your Account Balances, you are solely responsible for the investment performance of your Account Balances.** Neither the Board of Trustees, your Adopting Employer, the Plan Office, Hartford, or any other person connected with the Plan can advise you as to how your Account Balances should be invested. The fact that a particular investment alternative is available to you for investment under the Plan is not a recommendation that you invest in that investment alternative. Because you direct your own investments, the Board of Trustees of the Plan does not have fiduciary responsibility for your investment choices.

Trust Fund

All Contributions are paid into the Plan's Trust Fund, which is held and managed by the Trustees. The Trust Fund offers several investment options (such as mutual funds), which are selected by the Plan Trustees.

Investment of Your Account Balance

Your Account Balance represents your share of Trust Fund assets, which will be will be segregated and invested, solely in accordance with your investment directions, among the

various investment options offered by the Plan. From time to time, you will receive detailed information on the various investment options offered through the Plan. All investment expenses incurred as a result of individual investment activity will be charged to your account. You, rather than the Trustees, will be responsible for the investments and any risk of loss. If you do not select an investment option among the various investment options offered, your Account Balance will be invested by the Trustees in a the Plan's Qualified Default Investment Alternative ("QDIA"), which currently is the Janus Adviser Balanced Fund A. The Plan's QDIA may change in the future. It is important to understand that this fund does not provide a guaranteed rate of return. Because the QDIA holds stocks and bonds, it is possible for you to lose a portion of your contributions in the QDIA if the stocks or bonds held by the QDIA have negative returns and/or decrease in value. If you are invested in the QDIA, you may select your own investment options and transfer your investments to other options offered by the Plan at any time by contacting the Hartford at the number below. For more information regarding the default investment and your investment options, refer to your most recent Notice of Qualified Default Investment Alternative, or contact the Plan Office or visit cwasrt.com.

The assets of the Trust Fund are valued daily at fair market value, with the Account Balance of each Participant adjusted to reflect its proportionate share of the Trust Fund's investment performance, expenses, and other transactions. You will receive a quarterly statement reflecting income, loss, expenses, and other changes in your Account Balance since the last statement and advising you of the amount of your Account Balance on the statement date.

The Plan Trustees make every reasonable effort to preserve the assets of the Trust Fund and to select investment options to secure a favorable investment return. However, no guarantee is made as to the rate of return, if any, that will be achieved. Investments made may involve some risk to the principal of your Account Balance, and if such risk materializes in losses, the principal amount of your Account Balance may be reduced.

Investment Instructions

Upon completion of a Plan enrollment form, Participants may select the percentages of incoming contributions in multiples of 1% to be invested in one, all, or any combination of the investment options made available by the Trustees.

Subsequent changes to the investment allocation of Account Balances and/or changes to the investment elections for subsequent contributions may be made at any time by contacting the Plan's record keeper, Hartford Retirement Services, Inc. at (800) 854-0647 or online at retire.hartfordlife.com.

Participants and Beneficiaries will be provided with prospectuses for the investment options offered through the Plan. Prospectuses should be read carefully before any investment decision is made. You should be aware that the information provided to you regarding

investment options is intended as an explanation of the investment options available and is not intended as investment advice of any kind. Only you can decide which investments are appropriate for you. If you have any questions concerning which investment options you should invest in, you should consider consulting a tax or financial advisor.

Account Balances

Separate Account Balances are maintained for your Pre-Tax, After-Tax, Discretionary Employer, Non-Discretionary Employer, Matching, and/or Rollover Contributions.

Plan Expenses

All Plan expenses are payable from the Plan's Trust fund. The Account Balances of all Participants will be reduced by the amount of the expenses allocated to their Accounts. The Trustees may elect to change the allocation method, amount, and timing for assessing Participant accounts for Plan expenses at any time. In addition, investment management and transaction processing expenses may be charged by the mutual funds and managed portfolios as disclosed in the fund prospectuses.

Availability of Life Insurance Policies

Life insurance policies may not be purchased under the Plan.

PAYMENT OF BENEFITS

Distribution Events

You can elect to receive your Account Balance from the Plan following the occurrence of any of the following events:

- (1) Your Permanent Disability. To receive your Account Balance after the occurrence of your Permanent Disability, you must submit, along with your written claim for benefits, evidence of disability as determined by the Social Security Administration. Your failure or refusal to submit such evidence will result in denial of your claim for benefits under the Plan.
- (2) Your retirement. Retirement age is determined by the retirement plan of your Adopting Employer. If there is none, the normal retirement age under this Plan is 62.
- (3) Undisputed permanent termination of your employment with your Adopting Employer and any other Adopting Employer for any reason. A leave of absence

for military service, termination (for any reason) of an Adopting Employer's status as an Adopting Employer, union activity, temporary disability, or similar reason is not considered a permanent termination of employment. For an Incidental Employee, permanent termination of employment is deemed to occur (1) on the date three months after the date the Incidental Employee last worked for an Adopting Employer, provided that the Incidental Employee certifies to the Plan that he/she is no longer seeking work with any Adopting Employer and has no intention at that time of doing so, or (2) if earlier, upon the receipt by the Plan of a letter certifying the fact of permanent termination from the Adopting Employer.

Upon your death, your Beneficiary can elect to receive your entire Account Balance.

In addition, if you have not elected to receive payments earlier, the Plan is required by federal law to initiate payments to you no later than the April 1st following the calendar year in which you reach age 70½. If you elect to do so in writing, you may defer receiving payments until the April 1st following the calendar year in which you terminate Covered Employment. However, if you are a 5% or greater owner of an Adopting Employer, your benefits will be paid by the April 1st following the year in which you reach age 70½.

The appropriate distribution forms and income tax withholding forms can be obtained from the Plan Office, and completed forms should be returned to the Plan Office.

Form of Distribution

You or your Beneficiary will normally receive your accrued Vested Account Balance in a single lump sum distribution. However, you may elect to receive periodic payments from your account on a regular basis—for example, monthly, quarterly, or annually. You may elect to end these periodic payments at any time and have your remaining Account Balance distributed to you in a lump sum, or you may change the frequency of the periodic payments. Periodic payments will not be adjusted based on your expected lifetime. Before you receive a distribution from the Plan, you may want to consult a financial advisor about a direct rollover to an IRA or other qualified plan. You may choose to receive payment of your retirement benefits in the form of a lump sum or periodic payments without your Spouse's consent.

As explained above, if you have not received a distribution of your entire Account Balance, the Plan is required by law to begin distributing your remaining Account Balance to you on April 1st of the calendar year following the calendar year in which you reach age 70½, unless you elect in writing to defer receiving payments until the April 1st following the calendar year in which you terminate Covered Employment. These payments will be made in equal installments over your expected lifetime.

Your Beneficiary

The Plan Office will provide you with a form for designating your Beneficiary. If you are married, upon your death your entire Account Balance will automatically be paid to your Spouse, unless you have designated another Beneficiary and your Spouse consented to your naming a different Beneficiary. Your Spouse's consent must be in writing and witnessed by a notary public or a Plan representative. If you are single, you may name any Beneficiary you choose. Generally, subject to spousal consent rules, you may change your Beneficiary at will. If you do not name a Beneficiary, or if your Beneficiary does not survive you, the Plan provides that your death benefits will be paid to your surviving Spouse, if any. Otherwise such benefits will be paid to your estate. Payment will be made in the form of a lump sum distribution. You may get required forms and additional information about Beneficiary designations and spousal consent from the Plan Office or online at cwasrt.com under "Forms and Brochures."

Taxation of Distributions

When a distribution is made to you from the Plan, the Plan may be required by the IRS to withhold 20% of the distribution for federal income taxes unless you transfer your entire Account directly to an IRA or other qualified plan that accepts rollover payments. The Plan may also be required to withhold certain amounts to comply with applicable state law. At the time of your distribution, the Plan will provide you with additional information regarding your rollover options.

IN-SERVICE WITHDRAWALS

Generally, no benefits will be paid to you from the Plan before one of the distribution events described above. However, under certain circumstances (described below) you may elect to withdraw some or all of your Account Balance while you are employed. If you are under age 59½, the withdrawal will be subject to the 10% penalty tax imposed on early withdrawals, unless an exception applies. Also, the portion of your distribution attributable to contributions that were exempt from taxation when made will be subject to income tax in the year in which the distribution is received.

Age 59½ Withdrawals

Upon attaining the age of 59½, you may make an in-service withdrawal of a portion or all of your Account Balance without incurring the 10% penalty tax imposed on early withdrawals. However, your distribution will be subject to income tax (except After-Tax Contributions). The portion of your withdrawal that is taxable is eligible for a tax-deferred rollover. A partial withdrawal (other than a Hardship Withdrawal) will not affect your current contribution election.

Hardship Withdrawals

You may also withdraw amounts contributed by you, without earnings, as Pre-Tax Contributions if you qualify for a Hardship Withdrawal. Hardship Withdrawal means a withdrawal necessary in light of immediate and heavy financial needs of the Participant. The Plan will consider all relevant facts and circumstances to determine whether or not there is an immediate and heavy financial need. Such needs may include, but are not limited to, any of the following expenses:

- (1) Medical expenses for you, your spouse, or your dependents;
- (2) Expenses relating to the purchase of your principal residence;
- (3) Expenses for the next twelve months of post-secondary education (including tuition, related educational fees, and room and board expenses) for you, your spouse, or your dependents;
- (4) Expenses incurred that are necessary to prevent foreclosure on or eviction from your principal residence;
- (5) Payment of burial or funeral expenses incurred as a result of the death of your parent, spouse, children or other dependents; or
- (6) Expenses incurred to repair damage to your principal residence that qualifies as a casualty loss deduction.

You may not make a Hardship Withdrawal unless you have obtained all distributions or nontaxable loans, other than Hardship Withdrawals, to which you are entitled from plans maintained by your adopting employer. If you receive a Hardship Withdrawal, your Pre-Tax Contributions will be suspended for a period of 6 months. Your withdrawal will also be subject to income tax. In addition, if you are under age 59½ when you receive the hardship withdrawal and you are not eligible for one of the exceptions, your withdrawal will be subject to a 10% penalty tax.

Rollover Contribution Account Withdrawals

At any time, you may withdraw some or all of the amounts allocated to your Rollover Contribution Account. If you are under age 59½, the withdrawal will be subject to the 10% penalty tax imposed on early withdrawals.

After-Tax Account Withdrawals

You may withdraw your own unmatched After-Tax Employee Contributions at any time. You will not be taxed on your After-Tax Employee Contributions, but any earnings attributable to your After-Tax Employee Contributions will be subject to taxation. Your matched After-Tax Employer Contributions and earnings may be withdrawn after five years as a Participant. You are limited to two such withdrawals per calendar year. The order of withdrawal from your account will be as follows:

- (1) First, all After-Tax Contributions received by the Trust Fund prior to January 1, 1987.
- (2) Second, a prorated amount consisting of a portion of After-Tax Contributions received after December 31, 1986, and a portion of taxable earnings attributable to all After-Tax Contributions. Taxable earnings are subject to income tax and may be subject to a 10% penalty. The taxable earnings portion withdrawn is eligible for a tax-deferred roll over.

Loans to Participants

Before June 1, 2005, loans to Participants from Trust Fund assets were not permitted unless received into the Trust Fund as part of a merger with or transfer from another qualified retirement plan.

On or after June 1, 2005, if you are employed by an Adopting Employer and do not have an outstanding loan (either current or in default), you may take out a loan from your own account with the Plan upon application to and approval by the Trustees. All loans from the Plan are subject to the rules below and any other rules that may be adopted by the Trustees.

- (1) **Loan Amount:** The minimum amount of any loan is \$1,000. You may borrow no more than the lesser of: (a) 50% of the nonforfeitable value of your account or (b) \$50,000 reduced by the highest outstanding balance of your loans from the Plan in the one-year period before the day the loan is made. You may only have one loan from the Plan outstanding at any given time
- (2) **Interest Rate:** Unless otherwise determined by the Board, the interest rate on a loan through the Plan shall be 1% above the prime rate. If you are serving a period of military duty, the interest rate on a loan from the Plan will be no more than 6% compounded annually.
- (3) **Applying for a Loan:** To receive a loan through the Plan, you must apply in writing to the Board of Trustees. Your application must state the reasons for the

loan and include your consent to the Plan's foreclosure on the loan if you default (see #7 entitled Default below). The Board of Trustees' decision in approving or disapproving your loan application is final.

- (4) Investment Funds: The amount of a loan through the Plan will be transferred proportionately from each of your investments in the Trust Fund. Your repayments of principal and interest will be credited to each of your investments in the Trust Fund in the proportion that the loan was made from each investment.
- (5) Security: Your loan through the Plan must be evidenced by a promissory note payable to the Plan and will be secured by your account in an amount equal to the loan, including accrued interest, not to exceed 50% of the present value of your account.
- (6) Repayment: The amount of your loan plus interest will be amortized over the repayment period, which can be no longer than five (5) years. Repayment of your loan will be made by monthly installments, which are due no later than the 15th business day of each month. Loan repayments can be made by (1) monthly payroll deduction or (2) if your employer does not utilize payroll deduction for such purposes, by automatic debit from your bank account. If your bank account balance is insufficient to make a given loan repayment, the Plan may, in its discretion, accept repayment by money order or personal check, with an additional processing fee for each payment by money order or personal check. You may prepay your loan in full on any date without penalty, but partial prepayment is not allowed.
- (7) Default:
 - (A) The following events will constitute a default on your loan through the Plan:
 - (i) Failure to make a loan payment for more than 60 days, with the exception of Participants on a military leave of absence.
 - (ii) Your severance from employment with your Employer due to termination of employment, death, retirement, total and permanent disability, or other event entitling you to a distribution under the Plan, if full payment of the loan has not been made for more than 60 days.
 - (iii) Your filing for personal bankruptcy.

- (iv) The term of your loan exceeding the regulatory limits allowed.
- (B) If your loan through the Plan is declared in default, the following actions will occur:
- (i) If your employment with your Employer has terminated or another event described in Section (A)(ii) has occurred, the outstanding loan amount, including interest, will be subtracted from your account before distribution and will be taxable income to you.
 - (ii) If a loan default is processed before your termination of employment or other event described in Section (A)(ii) above, the loan will be considered a “deemed distribution,” reported as a taxable distribution for the year of default, and remain part of your account until a distributable event occurs for you and the loan, including interest, will then be subtracted from your account.
 - (iii) The defaulted loan will be reported on Form 1099-R for the calendar year of the default.
- (8) **Military Leave of Absence:** If you are on a military leave of absence, you may elect to suspend loan repayments for the period of military service and, upon return to employment, extend repayment for a maximum period of a total of five (5) years, plus the period of military service. Payments following such a suspension will be adjusted by re-amortizing the remaining payments or payment of a “balloon” payment to ensure payment within the required period. Regardless of whether you elect to suspend repayments during a period of military duty, the maximum rate of interest on your loan during a period of military duty is 6% compounded annually.

Qualified Reservist Distribution

If you are in the military and you are called to active duty for a period of more than 179 days after September 11, 2001, you may take a distribution of your Pre-Tax Contributions to the Plan during your period of active duty, without the 10% tax penalty for early withdrawal (generally applicable to withdrawals before age 59½). This provision is effective retroactively to September 11, 2001. Reservists who qualify for this new benefit and who had already taken a distribution for which a 10% tax penalty was assessed may apply to the IRS for a refund. Contact the Plan Office for more information.

In-Service Withdrawals during Military Service

Effective January 1, 2009, if you are called to active military duty for a period of more than 30 days but less than 180 days, you may elect to withdraw all or part of your Pre-tax Contributions to the Plan. Please note, however, that if you take a withdrawal under this provision and have not yet reached age 59½, you will be subject to a 10% early withdrawal penalty. You will also be prohibited from making any Pre-Tax Contributions to the Plan for six months.

QUALIFIED DOMESTIC RELATIONS ORDERS

Under federal law, your account under the Plan generally cannot be assigned and is not subject to garnishment or attachment by your creditors. Further, you may not assign, transfer, sell, borrow against your Account Balance (except as provided by a Qualified Domestic Relations Order), or use your Account Balance as a security for a loan. Any attempt to do so will be considered void by the Plan.

Your Account can be assigned under certain divorce and child support decrees. Although the Plan generally will not pay benefits of a Participant to a third party, the law and the Plan provide for an exception in the case of a Qualified Domestic Relations Orders (“QDRO”). A QDRO is a judgment, decree, or order (including approval of property settlement agreement) that requires the Plan to pay benefits to an Alternate Payee (defined as a spouse, former spouse, child, or other dependent of a Participant recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan) pursuant to a state domestic relations law.

If the Plan receives an order, the Plan Office will review it, make a determination as to whether it qualifies as a QDRO, and notify the Participant and the Alternate Payee of that determination. If the Plan Office determines that the order is a QDRO, the Plan Office will comply with the terms specified in the QDRO. The Plan provides that payment to an Alternate Payee will be made in the form of a lump sum payment as soon as possible after the order is determined to be a QDRO by the Plan Office unless the QDRO provides otherwise.

If the Plan receives written notice from a Participant or potential Alternate Payee (or their representative) that they intend to submit an order relating to the Participant’s account under the CWA-SRT (for example, a draft order not entered by a court), the CWA-SRT will place an administrative hold on the Participant’s account, and will not make a distribution to the Participant while the hold is in effect, except as otherwise required by law. The administrative hold will generally remain in effect for 45 days, but may be extended by the Plan if a party demonstrates that a longer administrative hold is necessary and reasonable under the circumstances.

If the order applies to benefits that are in pay status or are available for distribution, the Plan Office will defer payments to you for up to 18 months pending review of the order to determine whether it is a QDRO. While the Plan is determining whether a judgment is a QDRO, it will defer any amount that would have been payable to the Alternate Payee during this 18-month period. If the order is determined to be a QDRO within 18-month period, the deferred amount will be paid to the Alternate Payee(s) designated in the QDRO. If the determination is not made within 18 months, that amount will be paid to you if you are in pay status. Any determination that the order is qualified after that period shall be applied prospectively only.

The Plan will give effect to a QDRO that requires benefits to be paid to an Alternate Payee at a time when benefits are not payable to the Participant because the Participant has not retired or terminated employment. A statement of the Plan's QDRO procedures is available, free of charge, from the Plan Office.

LOSS, DENIAL, OR REDUCTION OF BENEFITS

There are circumstances that might result in your disqualification or ineligibility for benefits or the denial, loss, forfeiture, suspension, or reduction of your benefits that you might otherwise reasonably expect the Plan to provide. Among such circumstances are the following:

- Adverse investment experience or material decrease in the value of Plan assets;
- Changes in your employment relationship, including termination of employment with the Employer or working less than full-time;
- Your ineligibility to participate in the Plan;
- Changes in your level of compensation;
- Your failure to furnish necessary information or documents to the Plan Office or to make timely elections under the Plan;
- Errors in contributions, valuations, allocations, or the reporting of Plan information;
- Amendment to, complete or partial termination of, or discontinuance of contributions to the Plan;
- Application of governmental limits on benefits that you may receive;
- Failure of the Plan to qualify, and of Employer contributions to be deductible, under the Code;
- Payment of Plan expenses from Trust assets to the extent those expenses are not paid by the Employer; and
- Assessment of taxes against the Plan, its activities, or its assets.

Unclaimed Benefits

If benefits payable to you under the Plan remain unclaimed for over four years or if benefits payable to your Beneficiary remain unclaimed for over two years, such unclaimed

benefits and all of your other remaining benefits under the Plan may be forfeited. If you or your Beneficiary are alive and later make a claim for your benefits, such benefits will be reinstated (without adjustment for interest or earnings) and paid to you in accordance with the provisions of the Plan.

SPECIAL RULES FOR MILITARY SERVICE

The Uniformed Services Employment and Reemployment Rights Act (“USERRA”) provides reemployment rights and benefits and protection from discrimination to individuals who, either by induction or as a volunteer, have entered military service in any branch of the uniformed forces of the United States. If you satisfy the conditions for protection under USERRA, your period of military service will be treated as Hours of Service for all purposes under the Plan, including vesting and eligibility in accordance with law. You also can “make up” the contributions that you would have made if you had remained in employment under the Plan, within a period (beginning with the date of reemployment) that is three times the duration of your military service, not to exceed five (5) years. No retroactive investment earnings are credited on your “make up” contributions, and you will receive credit for these contributions only to the extent that you actually make the contributions to the Plan.

To be entitled to reemployment rights and benefits under USERRA, you must:

- a. Be absent from employment with the Employer because of your military service;
- b. Give advance notice of your service to the Employer, unless notice is prevented by military necessity or otherwise is impossible or unreasonable to give under the circumstances;
- c. Be absent for military service for five years or less, unless extended service is required as part of your initial period of obligation or your service is involuntarily extended, such as during a war;
- d. Apply for a job with an Employer within the requisite time period; and
- e. Receive an honorable discharge or satisfactorily complete military service.

For periods of service of less than 31 days or an absence due to a fitness exam, you must report back to Covered Employment not later than the first regularly scheduled work period on the first day after an eight hour break and after time for travel back home. For periods of service from 31 days to 180 days, you must reapply for Covered Employment within 14 days after military service. For service over 180 days, you must reapply within 90 days after completion of service. These limits may be extended under USERRA in particular circumstances.

If you are or were in the military, you may be entitled to take a Qualified Reservist Distribution or other in-service withdrawal, as described on page 24.

Effective January 1, 2007 if you die while performing qualified military service, your beneficiary will be entitled to any additional benefits (other than Contributions relating to the period of service) that would have been provided under the Plan if you had returned to employment and died while actively employed, and you will receive vesting service for the period of qualified military service.

TOP HEAVY PROVISIONS

Federal law requires special rules for a plan that is “Top Heavy.” Generally, a plan is considered “Top Heavy” if the value of the benefits provided for certain officers and owners is more than 60% of the value of the Plan. If the Plan is Top Heavy for any Plan Year, a minimum contribution may be required for each Participant who is not a key employee and who is an Eligible Employee on the last day of the Plan Year.

PLAN AMENDMENT, MERGER, OR TERMINATION

The Trustees reserve the right to amend or modify the Plan, merge or consolidate the Plan with another Plan, or terminate or partially terminate the Plan. Amendments to the Plan may be retroactive. Unless required or permitted by the Internal Revenue Code or other applicable law, no amendment will reduce your Vested Account Balance at the time the change is made.

Subject to certain collective bargaining agreements, your Employer has the right to terminate or partially terminate its participation in the Plan or to discontinue contributions under the Plan.

If the Plan is terminated by reason of merger with another plan, your Account Balances will be separately accounted for under the new plan. If Plan termination occurs other than by reason of a merger, your Account Balances will be distributed to you as soon as the accounting has been completed. Distribution may be delayed pending IRS approval of the termination.

CLAIMS AND APPEALS

Written Claim Required

You or your Beneficiary must file a written claim for benefits with the Plan Office and provide any requested supporting evidence before your benefit payments can begin unless federal law requires or permits payment to you without a written claim.

Claims Procedure

An Employee or Beneficiary claiming entitlement to benefits must submit his/her claim to the Plan Office. Claims must be in writing, include the date submitted and the name of the Employee, and state generally the benefit claimed. The Plan Office may designate the forms required for a written claim.

Appeal from a Denial of Your Benefit Claim

If your application for benefits is denied, in whole or in part (or your benefits were reduced or terminated) the Plan will notify you. This notification will be in writing and will be delivered to you, by mail or otherwise, within ninety (90) days after you submit your claim to the Plan. If additional time is required because of special circumstances, the Plan will notify you in writing of the reason for the delay and the date that the Plan expects to issue a final decision. A decision will be made with respect to your claim no more than 180 days from the date that you submit your claim to the Plan. If the claim is denied in whole or in part, the written notification shall set forth: (1) the specific reason or reasons for the denial; (2) specific reference to pertinent provisions of the Plan on which the denial is based; (3) any additional information necessary to reconsider the application; (4) an explanation of the Plan's claim review and appeal procedures; and (5) a statement of your right to bring an action under ERISA if you decide to appeal and the appeal is denied.

If your claim for benefits has been denied in whole or in part and you want to dispute this denial, you must file a written request for a review of your claim by the Trustees within 60 days after written notification of such denial. Such written request must include all facts regarding the claim as well the reasons you feel that the denial was incorrect, and shall be deemed filed upon receipt of it by the Trustees. You may receive, upon request and free of charge, reasonable access to and copies of documents relevant to your application. You may also submit issues and comments in writing and may submit documents relating to your application.

You may name a representative to act on your behalf. To do so, you must notify the Trustees in writing of the representative's name, address, and telephone number. You may also, at your own expense, have legal representation at any stage of these review procedures. However, the Trustees will not be responsible for paying any legal expenses you incur during the course of the appeal.

The Trustees, in making their decisions on applications and appeals, will apply the terms of the Plan Document and any applicable guidelines, rules, and schedules and will periodically verify that benefit determinations are made in accordance with such documents, and where appropriate, are applied consistently with respect to similarly situated claimants. The Trustees will also take into account all information that you submit.

Not later than sixty (60) days after they receive your written appeal, the Trustees will issue a written decision reaffirming, modifying, or setting aside the denial. However, if specific circumstances so dictate, the decision by the Trustees may be made within one hundred twenty (120) days after receipt of the request for review upon notice to you of the special circumstances within the initial sixty (60) day period. The decision on review shall be in writing. If the Trustees deny the appeal, the notice of denial will contain (1) the specific reasons for the decision, (2) specific references to the plan provisions on which the decision was based, (3) notice that you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to your application, and (4) a statement of your right to bring a lawsuit under ERISA. A decision by the Trustees is final and binding. **You must exhaust these administrative remedies before you bring a lawsuit under ERISA.**

The Board of Trustees has the power to interpret, apply, construe, and amend the provisions of the Plan and make factual determinations regarding its construction, interpretation, and application. Any decision made by the Board of Trustees in good faith is binding upon Employers, Employees, Participants, Beneficiaries, and all other persons who may be involved or affected by the Plan.

FIDUCIARIES

In addition to creating rights for Plan Participants, ERISA imposes obligations upon the persons who are responsible for the operation of the Plan. These persons are known as fiduciaries. Fiduciaries must act solely in the interests of Plan Participants and their Beneficiaries and must exercise prudence in the performance of their Plan duties.

The Board of Trustees, as the Plan Administrator under ERISA, has the responsibility and complete discretionary authority to control the operation and administration of the Plan, with all powers necessary to enable it to properly carry out such responsibilities. The Trustees, in their sole discretion, may interpret the Plan and make any legal or factual determinations necessary for the administration of the Plan. Although the Trustees have delegated the day-to-day operation of the Plan to an administrative staff, the Trustees have the authority to construe the terms of the Plan, to determine status, coverage, and eligibility for benefits, and to resolve all interpretive, equitable, and other questions that arise in the operation and administration of the Plan. The Trustees also make decisions on all appeals of claims for benefits. The Trustees are responsible for record-keeping and are the agent for service of legal process. All actions or determinations of the Trustees are final, conclusive, and binding on all persons.

PENSION BENEFIT GUARANTY CORPORATION INSURANCE

Because the Plan is a defined contribution plan, and not a defined benefit plan, benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation (“PBGC”) in the event the Plan terminates. For more information on the PBGC insurance protection and its limitations, ask the Plan Office or the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 2020 K Street, NW, Washington, DC 20006. The PBGC office of Communications can also be reached by calling (202) 254-4817.

RIGHTS OF PLAN PARTICIPANTS

The Plan does not give you any assurance of being retained in the service of your Employer, nor does it give you rights to any benefits except those to which you are specifically entitled under the terms of the written legal documents constituting the Plan.

As a Plan Participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the office of the Plan Administrator and at other specified locations, such as work sites and Union halls, all Plan documents, including insurance contracts, Collective Bargaining Agreements, documents relating to mergers, and the annual financial reports and Plan descriptions which are filed with the U.S. Department of Labor and available at the Public Disclosure Office of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all Plan documents, including insurance contracts and collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. There may be a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Trustees are required by law to furnish each Participant with a copy of this Summary Annual Report.
- Obtain a statement telling you about your benefits and if so, what your Vested account balance would be if your employment was terminated, based on the most recent valuation for the Plan. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to obtain the right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

- If your claim for a benefit is denied in whole or in part, receive a written explanation of the denial. You have the right to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

In addition to creating rights for Plan Participants, ERISA also imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, the Plan “fiduciaries,” have a duty to do so prudently and in the interest of you and the other Plan Participants and Beneficiaries. You may not be fired or discriminated against in any way for the purpose of preventing you from getting Plan benefits or exercising your ERISA rights.

Under ERISA there are steps that you can take to enforce these 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 to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in 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 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 them. If you lose, the court may order you to pay these costs and fees. For example, this may occur if the court finds that your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about the rights described in this section or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration of the U.S. Labor Management Services Administration, Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

This section is mandated by the U.S. Department of Labor. Its inclusion should not be construed as offering legal advice.

ADDITIONAL PLAN INFORMATION AVAILABLE TO PARTICIPANTS

Adopting Employers

A complete list of the employers and employee organizations who have adopted the Plan and have active agreements may be obtained by Participants and Beneficiaries upon written request to the Plan Office and is available for examination in the Plan Office.

Additional Investment Information

The following information is available to Participants and Beneficiaries upon written request to the Plan Office:

- A description of the annual operating expenses of each investment alternative (e.g., investment management fees, administrative fees, transaction costs), which reduce the rate of return, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative.
- Copies of any prospectuses, financial statements and reports and any other such information if provided to the Plan.
- A list of the assets comprising the portfolio of each designated investment alternative.
- Information concerning the value of shares or units in designated investment alternatives available to Participants and Beneficiaries and/or held in their accounts, as well as the past and current investment performance determined, net of expenses, on a reasonable and consistent basis.

PLAN INFORMATION

Plan Name: Communications Workers of America Savings & Retirement Trust

Plan Sponsor: Board of Trustees of the
 Communications Workers of America Savings & Retirement Trust
 501 Third Street, NW
 Washington, DC 20001

Plan Trustees:

For the Adopting Employers:	For the Union:
Frank Tucker Tucker Technology, Inc. 436 14th Street, Suite 723 Oakland, CA 94612-270	Lawrence Cohen Communications Workers of America 501 Third Street, NW Washington, DC 20001
	Jeffrey Rechenbach Communications Workers of America 501 Third Street, NW Washington, DC 20001

Plan Administrator: Board of Trustees of the
 Communications Workers of America Savings & Retirement Trust
 501 Third Street, NW
 Washington, DC 20001
 (202) 434-1389

Plan’s Employer ID: 52-1137722

Plan Number: 002

Plan Type: Multi-Employer Profit-Sharing Plan with Cash or Deferred Arrangement

Type of Administration: The Plan is administered by a Board of Trustees made up of Trustees appointed by the Executive Board of the Communications

Workers of America and the Adopting Employers. The Board of Trustees employs an administrative staff to perform day-to-day duties.

Plan Year:

The Plan's fiscal records are maintained on the basis of a calendar plan year ending the last day of December.

**Agent for Service
of Legal Process:**

Board of Trustees of the Communications Workers of America Savings & Retirement Trust. Service of legal process may also be made upon any Trustee.

Plan Provisions:

The provisions summarized in this document reflect the Plan in effect and amended as of May 1, 2011.

SUMMARY PLAN DESCRIPTION - PART B

Joinder Agreement for _____