

*Y*OUR ANNUITY BENEFITS FUND

INTRODUCTION

The Plan of the CWA Local 1180 Members' Annuity Fund (the "Plan") was established effective July 1, 1999 by the Board of Trustees of the CWA Local 1180 Members' Annuity Fund. It is financed by contributions from the City of New York and related public employers (the "Employers") pursuant to a collective bargaining agreement between Local 1180 of the Communications Workers of America (the "Union") and the Employer.

The purpose of the Plan is to provide you with income for your retirement security. Benefits are payable upon your normal retirement age or the later of (i) your actual retirement or (ii) age 70½, or if your employment ceases because of your death, disability, or separation from service.

This **Summary Plan Description is only a summary** of the basic terms and provisions of the Plan; it is not a substitute for the Plan document. If there is a discrepancy between the Plan document and the Summary Plan Description, the language of the Plan document will control. The Plan document is available for your review at the Fund Office during regular business hours, where you may direct any questions you have about the Plan or your rights and benefits.

A copy of the pertinent collective bargaining agreements may be obtained upon written request to the Trustees and is available for your review at the Fund Office.

MEMBERS' ANNUITY FUND INFORMATION:

Name of Plan: CWA Local 1180 Members' Annuity Fund

Employer: The City of New York and Related
Public Employers

Tax I.D. Number: 13-4068007

Plan Number: 001

Type of Plan: Defined Contribution Benefit Plan

Trustees' Names: Chairman, Gloria Middleton
Gina Strickland
Gerald Brown
Robin Blair-Batte
Lourdes Acevado

Trustees' Business Address: 6 Harrison Street, 3rd Floor
New York, NY 10013-2898

Third Party Administrator: Administrative Services Only, Inc.
303 Merrick Road
Suite 300
Lynbrook, NY 11563-9010
1-718-204-7172 Ext. 5520
1-516-396-5520
1-877-999-3555 (Toll Free)

Fund Counsel: Spivak, Lipton, LLP
1700 Broadway
New York, NY 10019

Fund Auditor: Gould, Kobrick and Schlapp, P.C.
350 Fifth Avenue
New York, NY 10118

Legal Process may be served on a Trustee or the Third Party Administrator.

ELIGIBILITY AND MEMBERSHIP

How Do I Become Eligible For Membership In The Plan?

You are eligible to become a Member of the Plan if you are employed by the City of New York or related public employer in a position represented by CWA Local 1180 (the “Union”) under which retirement benefits are the subject of good faith bargaining between the City or related public employers and the Union and for which the employer is obligated to make contributions to the Fund on your behalf.

When Do I Become A Member Of The Plan?

You become a Member on the first date for which contributions are required to be made on an Individual Account established on your behalf in accordance with the terms of the applicable collective bargaining agreement.

How Long Do I Remain A Member Of The Plan?

Your membership in the Plan will continue as long as you are employed in a position covered by the Plan and contributions are made on your behalf to the Fund.

Your membership in the Plan will terminate upon your retirement, resignation, transfer to a position not covered under the Plan, death or dismissal. You may withdraw your account balance at that time. Alternatively, if you choose to defer receiving a distribution of your account, you continue as an Affiliated Member of the Plan. Notwithstanding the preceding, if your account balance is \$5,000 or less, and you terminate employment and have not attained age 55 (Normal Retirement Age), you may not elect to defer receiving a distribution of your account. Instead, your account balance will be paid to you in a lump sum as soon as administratively feasible following your termination of employment.

Transfers

If you are promoted, demoted or transferred from a title not covered by this Plan to a title eligible to participate in the Plan, any account balance in a prior plan funded by your employer may be transferred into this Plan. No transfer will be accepted, however, if federal qualification requirements are not met.

In the event you are promoted, demoted or transferred to a title not represented by the Union and (a) remain an employee of the same Employer and (b) the title into which you are promoted, demoted or transferred maintains a qualified Annuity Fund, the Trustees may directly transfer your Individual Account Balance in the CWA Local 1180 Members’ Annuity Fund to the Trustees of the Annuity Fund for the title to which you are promoted, demoted or transferred.

CONTRIBUTIONS

Who Makes Contributions To The Fund?

The City of New York and related employers make contributions for each Member. You are not required, nor are you allowed, to make contributions.

After your employment is terminated you may elect to defer receipt of your Plan distribution until you reach age 70½, as an Affiliated Member. Once you become an Affiliated Member, no further contributions are made to your Individual Account.

YOUR ACCOUNT

How Much Will My Employer Contribute?

The amount to be contributed is determined by the latest collective bargaining agreement.

How Does The Plan Work?

A separate account, known as an Individual Account, is established for each Member. A contribution in the amount specified by the applicable collective bargaining agreement is credited to this account on a regular basis.

What Happens To The Contributions?

All of the contributions are placed in a Trust Fund. A separate record is kept of your share of the Trust Fund. The contributions in the Trust Fund are invested to make additional money for you. However, some investments may result in a loss.

How Does My Account Share In The Earnings Or Losses Of The Fund?

Four times a year a valuation is made of the investment earnings and/or losses. As of each Valuation Date, the amount in your Individual Account is determined by adding together:

The Amount in your Individual Account as of the last Valuation Date,

Plus

Employer contributions received on your behalf since the last Valuation Date,

Plus

Your share of the investment return – determined as the earnings on investments, realized gains and losses and unrealized appreciation or depreciation in the fair market value of investments as of the Valuation Date, after deducting expenses of the Fund. The Plan’s four Valuation Dates are March 31, June 30, September 30, and December 31. The amount in your Individual Account as of a Valuation Date is known as your “Accumulated Share Value.”

Risk And Return

All investments involve some risk. The Plan’s investment philosophy is designed to provide positive returns in the long run.

The Fund makes no guarantee about investment results. Contributions to your Individual Account are invested in diverse vehicles to balance risk and return.

However, the Fund may experience losses, as well as gains, subject to the ups and downs of the financial markets.

When Do I Receive A Statement Of My Account?

At the end of each year, you will receive a statement that shows your opening balance as of the beginning of the year, the current year’s contribution and the investment earnings (or losses) added to (or subtracted from) your account.

BENEFITS UNDER THE PLAN

When Do I Receive My Benefits?

Your benefits are payable as soon as administratively feasible following your retirement, death, resignation, dismissal, transfer or any other termination. However, you must file an application to apply for your benefits. To receive an application please contact Administrative Services Only, Inc., our third party administrator.

Normal Retirement Age

The Normal Retirement Age under this Plan is age 55.

If you separate from service before reaching age 55, you may defer receiving a lump sum distribution of your Individual Account until you reach Normal Retirement Age, provided the value of your account (your “Accumulated Share Value”) is greater than \$5,000. If the value of your account at that time is less than \$5,000, it will be paid to you as soon as administratively feasible following your termination of employment.

Federal tax law requires that you begin receiving distributions upon reaching age 70½ if you separated from service. You may want to consult with a tax advisor to determine when to receive your Plan distribution.

If you do not apply to receive your lump sum distribution from the Plan after termination of your employment and attaining age 70½, the Plan Administrator will make payment to you as required by federal law.

If you continue to work beyond age 70½, you may continue to defer payment of your Plan benefit until you terminate your employment.

How Do I Apply For My Benefits?

You must file an application when you want to receive your benefit. Administrative Services Only, Inc., the Plan's third-party administrator, will furnish you with the necessary forms, income tax withholding requirements and instructions.

How Much Will My Benefit Be?

You will receive 100% of the total value of your account (your "Accumulated Share Value") as of the Valuation Date following or coincident with the date an application is made after your retirement, death, resignation, dismissal, transfer or any other termination.

How Will My Benefits Be Paid?

All benefits are paid in a lump sum. (See "Tax Effects" for a description of the income tax implications of benefit distributions.)

For Additional Information regarding cash-out, roll-over, transfers, please see the Plan Document and/or contact the Fund Party Administrator, Administrators Services Only, Inc.

DEATH AND DISABILITY BENEFITS

What Benefits Are Payable If I Die Before I Receive My Account Balance?

In the event you die before receiving your benefit, your beneficiary will receive 100% of your Accumulated Share Value as of the Valuation Date coincident with or next following your death.

To Whom Are Benefits Payable If I Die Before I Receive My Benefits?

Your beneficiary will receive the full value of your account if you die while you are an active employee.

If you die after leaving your job and you elected to leave your account balance invested in the Plan, your beneficiary will receive any payment you were entitled to receive once a final distribution form has been completed and processed.

How Do I Designate A Beneficiary?

When you become a Member of the Plan, you are given a Beneficiary Designation Form on which you designate the person who is to receive any Plan benefits payable on account of your death.

It is important that you update this beneficiary form as your life circumstances change, such as marriage, divorce, or death of beneficiary.

What If I Become Disabled?

If you are determined by the Social Security Administration or the public retirement system to which you belong to be permanently and totally disabled, you are eligible to receive your Accumulated Share Value.

CLAIMS PROCEDURE FOR BENEFITS

What Are The Plan's Claim Procedures?

You must apply for your benefit by filing an application for benefits with the Fund. The Trustees endeavor to administer the Plan fairly and consistently and to pay all benefits to which you or your beneficiaries are entitled. However, failure to properly file an application or provide requested information may result in a denied or delayed benefit payment.

What If My Claim Is Denied?

If your claim for benefits is denied, you will be notified in writing of the specific reason why your claim was denied, a description of any additional information you must provide and an explanation of the procedure you may follow to appeal the denial of your claim.

You may request a review by the Trustees of the denied claim by filing a written notice with the Trustees within 90 days after receipt of the notification of the claim denial. The Trustees, or a person or committee designated by them, will receive your appeal and issue a final decision within 90 days after the receipt of your appeal.

TAX EFFECTS

What Are The Tax Effects Of Plan Distributions?

The following is only a general description of the income tax implications of benefit distributions under this Plan. The laws are complex and subject to frequent change.

You should not rely on this information and should consult the Internal Revenue Service or your tax advisor when considering a distribution under the Plan to

determine the most appropriate tax planning for your circumstances. The contributions and all investment earnings are currently income tax free while held on your behalf.

Income taxes will be payable when these funds are actually distributed to you in the future. Such taxes may be less if distribution is deferred until your retirement when your total taxable income is generally reduced.

Rollovers

To continue deferring taxes and avoid withholdings on your payment, you can make a direct rollover. In this case, the Plan makes your check payable to the name of the IRA or other employer's plan. Alternatively, you have 60 days to complete a rollover on your own, but current federal law requires the Plan to withhold 20% for income taxes. Current tax law also requires you to pay an additional 10% penalty tax if you receive a taxable distribution from the Plan before age 59½.

The Internal Revenue Code permits you to avoid current taxation on any portion of the taxable amount of an eligible distribution by rolling over that portion into another employer's qualified retirement plan that accepts rollover contributions or into an individual retirement arrangement (e.g. IRA, but not Roth IRAs).

If your account balance is \$200 or more and you make a rollover election and provide the required information, the Trustees will directly rollover all or a portion of your account balance either to:

- (1) The trustee of an Individual Retirement Account ("IRA"),
or
- (2) The trustee of another employer's qualified retirement plan that accepts such rollover, and, if applicable, distribute the remaining amount directly to you.

Amounts rolled over directly to either of the trustees mentioned in (1) or (2) above will not be subject to federal income tax in the year of distribution nor to federal income tax withholding. If you choose to receive a portion of your account in cash while requesting the Trustees to directly roll over the remainder, the amount you elect to have rolled over must equal at least \$500.

Please note that current federal law requires that the Trustees withhold for federal income tax 20% of the amount of a distribution which is actually received by you. In addition, the amount which is not rolled over into an IRA or another qualified plan is subject to federal income tax in the year in which the distribution is received and, if you

are subject to the 10% early distribution penalty (described below), it will apply to the amount of the distribution that you actually receive.

If you elect to have all or a portion of your account distributed to you in cash, you may within 60 days of receiving that distribution roll over into another employer's qualified plan that accepts such rollovers:

- (1) All or a portion of the amount received and, thus, avoid federal income tax on the portion rolled over in the year in which the distribution was received and, if otherwise applicable, also avoid the 10% early distribution penalty on the amount rolled over; or
- (2) All of the amount received plus an additional amount from your own funds, up to, but not exceeding, the 20% that was withheld for federal income tax and, thus, avoid federal income tax (but not the withholding requirement) on the amount rolled over in the year in which the distribution was received and, if otherwise applicable, also avoid the 10% early distribution penalty on the amount that was rolled over.

There are specific and technical qualifications and requirements set forth in the Internal Revenue Code that must be satisfied in order for your plan distribution to be eligible to be rolled over. If interested, you may obtain additional information on the establishment and maintenance of an IRA from the nearest Internal Revenue Service District Director's office.

10-Year Averaging

You may qualify for 10-year averaging under certain circumstances.

Please consult your tax advisor.

Early Distribution Penalty

Distributions from the plan prior to age 59½ may be subject to an additional 10% income tax to the extent the distribution is includable income (amounts in excess of after-tax contributions which are not rolled over to an IRA or other qualified plan).

Distributions are exempt from the tax if paid on account of (a) death, (b) disability, or (c) termination of employment after age 55. Exemptions are also permitted for annuity distributions, payments to alternate payees under qualified domestic relations orders and amounts not in excess of certain deductible medical expenses, and some other exceptions under the Internal Revenue Code.

ADDITIONAL QUESTIONS

Who Administers The Plan?

The Plan is administered by the Board of Trustees. The Plan Administrator's duties are the control and administration of the Plan and the interpretation and implementation of the Plan's provisions. The Board of Trustees enlist the services of other professionals

to carry out the day-to-day record keeping and other functions. The Trustees have appointed a Third-Party Administrator to oversee the operations of the Fund.

Who Holds The Plan's Assets and Manages The Trust Fund?

All assets of the Plan are held in a Trust Fund by the Board of Trustees of the CWA Local 1180 Members' Annuity Fund. All benefits are paid directly from the Trust Fund. The assets in the Trust Fund are managed, invested and safeguarded by the Trustees who are responsible for investing the Trust Fund in a prudent manner. The Trustees enlist the services of an Investment Manager, attorneys, accountants, and advisors as they deem necessary to assist in the performance of their duties.

What Is The Plan's Fiscal Year?

The Plan's Fiscal Year is the Plan year, which begins on January 1 and ends on December 31st. All Plan records are kept on the basis of the Fiscal Year.

May The Plan Be Amended Or Terminated?

While the Trustees expect to continue the Plan indefinitely, the Trustees will have the right to amend or terminate the Plan, subject to the terms of the Trust Agreement. In the event the Plan is amended or terminated, the Trustees will advise all Members accordingly. Upon Plan termination, all assets, after providing for the expenses of the Plan and any prior approved payments, will be proportionally distributed to the Members.

Is The Plan A Contract Of Employment?

No. The Plan does not create or affect any contract of employment between you and the Employer. In addition, the Plan does not create or affect any tenure or seniority that you may have with the Employer.