

**SUMMARY PLAN DESCRIPTION FOR
Greater New Castle Chamber of Commerce
Money Purchase Pension Plan and Trust**

This Summary Plan Description is written in compliance with Sections 102 and 104 of the Employee Retirement Income Security Act of 1974 (ERISA). The intent of this Summary Plan Description is to reasonably inform participants and/or beneficiaries of their rights and obligations under this plan. This is required by law to be written in a manner calculated to be understood by the average plan participant. However, if you have any further questions please contact your Plan Administrator.

This Summary Plan Description is not intended by law to be the regulating document. In the event of any conflict between the Summary Plan Description and the Plan and Trust Agreements, the Plan and Trust Agreements will control. For complete plan provisions please refer to them.

Important: Because this plan is a money purchase plan, your benefits under the plan are not required to be and are not insured with the Pension Benefit Guaranty Corporation, as provided in Title IV of the Employee Retirement Income Security Act of 1974 (ERISA).

ESSENTIAL FACTS

Plan Name:

Greater New Castle Chamber of Commerce Money Purchase Pension Plan and Trust

Plan Type: Money Purchase

Plan Number: ~~001~~

Plan Sponsor:

Greater New Castle Chamber of Commerce
138 W. Washington St.
New Castle, PA 16101-3996

Telephone Number: 412-654-5593

Employer Identification Number: ~~25~~-0521810

Plan Administrator:

Greater New Castle Chamber of Commerce
138 W. Washington St.
New Castle, PA 16101-3996

Telephone Number: 412-654-5593

Plan Trustee(s):

Stan M. Kosciuszko, Executive Vice President
Charles Evanoski, President
Elinore Snyder, First Vice President
Judith Garrett, Second Vice President
Craig A. Kelsey, Immediate Past President
Debbie Baron, Secretary
Gerald D. Prestopine, Treasurer
138 W. Washington St.
New Castle, PA 16101-3996

Agent For Service of Legal Process:

Stanley M. Kosciuszko
138 W. Washington St.
New Castle, PA 16101-3996

Service of Legal Process may also be made upon the plan trustee or the plan administrator.

The plan was first effective on January 1, 1985.

This is an updated description of the amended plan.

The plan year is a twelve month period beginning on January 1 and ending the following December 31.

The Plan Anniversary Date is January 1.

DEFINITIONS

Year of Service: A measurement of your service.

For the purposes of eligibility this is a twelve consecutive month period in which you have worked at least 1,000 hours, measured on your employment years.

For purposes of vesting this is a twelve consecutive month period in which you have worked at least one hour in the plan year.

For purposes of allocations this is a twelve consecutive month period in which you have worked at one hour in the plan year.

Break Year: A consecutive twelve month period in which you do not work at least one hour.

For purposes of eligibility, your Years of Service and Break Years are measured on your employment years.

For purposes of vesting, your Years of Service and Break Years are measured on your plan years.

Compensation: Generally the amount you have been paid for your employment with us for the 12 month period ending each January 1. Annual compensation in excess of the annual compensation limit (adjusted periodically) is not considered for plan purposes. The annual compensation limit for 1994 is \$150,000. The annual compensation limit is aggregated for family members. Family members include children who are under age 19 during the plan year as well as your spouse.

Active Participant: Is an Employee/Participant who isn't part of any excluded class of employees and who is eligible for allocations of the Employer's Contributions.

Hours of Service:

Hours of service will be determined based on the actual hours for which you are paid or are entitled to payment.

ELIGIBILITY AND PARTICIPATION

The following provisions must be met for you to participate in this plan.

You must be at least 21 years old.

You must have completed 1 Year of Service with us as specified in the Adoption Agreement. A Year of Service is a 12 consecutive month period in which you have completed at least 1000 hours of service. Your Years of Service for eligibility are based on your employment years.

If you have a Break Year before you meet the eligibility requirements, and you are then rehired, your prior service is not considered for eligibility purposes.

You must be employed on both the date you meet the eligibility requirements and your entry date into the plan.

You will enter the plan on the first day of the plan year nearest the time you meet the requirements for participation.

Your participation ends when you cease being an Active Participant and when you receive your entire vested account balance.

ALLOCATION OF CONTRIBUTION AND FORFEITURES

You are eligible to receive an allocation if you are an Active Participant.

Your retirement benefit will be based on the contributions and earnings on those contributions while you are a plan participant. The cost of the plan is paid by us. No employee contributions are allowed.

The amount we will contribute for you each year is 10% of your annual compensation.

Any forfeitures will be allocated to those participants who are eligible to receive an allocation, based on each eligible participant's compensation in proportion to the total compensation for all eligible participants.

By law the maximum annual contribution allowable to your account is the lesser of 25% of your salary or \$30,000 (which may be adjusted for cost of living increases). If we have ever maintained more than one plan and you have participated in that plan, these amounts may be reduced in either this plan and/or the other one.

FUNDING THE ACCOUNT

This is a Money Purchase Plan. Your Employer makes contributions each year, to your account. We use this account to pay your plan benefits.

The contributions made for your benefit will be deposited in the Greater New Castle Chamber of Commerce Money Purchase Pension Trust. The funds in your account will be used to purchase life insurance and/or annuity contracts from National Life Insurance Company or one of its subsidiaries, or investments offered by Equity Services, Inc. and for general investments chosen by the plan's trustees.

INVESTMENT DECISIONS

The Plan Trustees have the responsibility and discretion to invest all plan assets.

VALUE OF YOUR ACCOUNT

As of each anniversary date, we will calculate the value of your account and give you a statement of your account balance. Your account will reflect changes due to: investment gains and losses, administration costs, employer contributions, and forfeitures.

NORMAL RETIREMENT AGE

Your Normal Retirement Age is your 65th birthday, or if later, the date on which you complete 5 years of plan participation.

Your Normal Retirement Date is the plan anniversary nearest the date you attain your Normal Retirement Age.

YOUR RETIREMENT BENEFITS

If you are an Active Participant, upon reaching your Normal Retirement Age or Early Retirement Date, you will become 100% vested in your account balance. We use your account balance to pay your retirement benefits. If you continue working after normal retirement age, your benefits can be deferred until you actually retire or the end of the plan year in which you attain age 70 1/2 (if earlier). In the meantime, your account may receive allocations of investment gains and losses as well as employer contributions, until you actually retire. Participants who continue employment beyond their Normal Retirement Date may elect to receive distributions while still employed, subject to the rules provided in the plan.

If you're married when you retire (on your Retirement Date, or later), you will receive monthly installments for life. Then at your death, your spouse will continue to receive a lifetime income which equals 50% of your monthly benefit. This is referred to as a qualified joint and survivor annuity.

When you are able to retire, the Plan Administrator will provide you with a notice more fully describing the qualified joint and survivor annuity. You will then have the opportunity to waive the qualified joint and survivor annuity. Your spouse must consent, in writing, to this waiver and his or her signature must be witnessed by the Plan Administrator or notarized. If you're single when you retire or you and your spouse execute the proper waiver forms, you may receive your benefits in one of the alternative forms provided under the plan. The plan may provide for several options, including a lump sum, an annuity for your life expectancy or the life expectancy of you and your beneficiary, or for a period certain not extending beyond your life expectancy or the joint life and last survivor expectancy of you and your designated beneficiary. See the Plan Administrator for your available options. Alternative forms of benefit are based on the value of your vested account as of the valuation date immediately before the date your distribution begins.

YOUR DEATH BENEFITS

If you die before beginning to receive retirement benefits and you have a vested interest in the plan, a death benefit will be paid on your behalf. If you are an active participant when you die, your account balance becomes fully vested.

If you are married at the time of your death, your spouse will receive the surviving spouse benefit which is called the qualified pre-retirement survivor annuity, unless your spouse waives this form of benefit and elects to receive one of the alternative forms available under the plan. The value of this annuity will equal one-half of your vested account balance. This benefit can be waived on or after age 35. You will be given a notice describing the pre-retirement survivor annuity in greater detail at sometime during the 3 plan years preceding your becoming age 35.

If you first participate in the plan after age 35, you will receive the notice within one year of becoming a participant.

If either of the following conditions is satisfied, you may have your death benefits paid to any beneficiary you choose:

1. You are single at the time of your death, or
2.
 - (a) You have designated a beneficiary who is not your spouse to receive your death benefits,
 - (b) You and your spouse have elected to waive the survivor annuity and your spouse has consented to your other beneficiary designation on forms provided by the Plan Administrator; and
 - (c) Your spouse's signature was notarized or witnessed by a plan representative.

The remaining 50% of your benefit can be paid to any beneficiary that you have chosen without any conditions.

AMOUNT OF DEATH BENEFITS

If you die while an Active Participant in our plan, your account balance becomes fully vested. Your death benefit will equal the value of your fund plus the proceeds of any life insurance policies, if insurance has been purchased on your life.

YOUR DISABILITY BENEFIT

If you become totally and permanently disabled while an Active Participant in the plan, your account balance becomes fully vested. Disability is determined by the plan administrator based upon the opinions of his chosen licensed physician and upon any other factors that the plan administrator deems appropriate.

SEPARATION FROM SERVICE

If you terminate employment for any reason other than death, retirement, or disability, you may be eligible for benefits under the plan. The percentage of your account to which you would be entitled is determined as of the date you terminated under the vesting schedule below:

Years of Vesting Service	Your Percentage
1	0
2	20
3	40
4	60
5	80
6	100

All years of service for vesting purposes are counted.

The non-vested portion of your account balance is forfeited (lost) if you terminate employment.

If life insurance has been issued on your life you have the opportunity to continue any or all policies on a personal basis. If you wish to take advantage of this, you must notify the Plan Administrator.

DISTRIBUTION OF BENEFITS

Ordinarily, you and your spouse (if applicable) will receive a qualified joint and survivor annuity commencing at your Normal Retirement Date (or if later, age 62). The present value of your annuity payments equals the value of your vested account balance. When you terminate, the Plan Administrator can provide you with this figure.

However, your benefits can commence at any time after your termination of employment or can be deferred up to age 70 1/2.

If the value of your vested account balance is \$3,500 or less, the plan will pay your vested account balance in a lump sum.

If you return to employment before 5 consecutive Break Years have elapsed, the plan will re-credit the amounts you forfeited to your account if you repay your distribution within 5 years. You will then become vested in these amounts under the rules provided in the plan counting service earned subsequent to re-employment and in some cases (if you have timely repaid your distribution) service earned before the period of consecutive Break Years commenced. Also, all plan service with your employer will be disregarded if you were both non-vested and you accumulated at least 5 consecutive Break Years and the number of Break Years equals or exceeds the prior number of Years of Service.

In addition, if any one of the following three conditions is met the Plan Administrator will pay your benefits in an alternate method provided under the plan, as discussed earlier. Payments may commence in accordance with the plan provisions concerning the payment of your benefits following the time we complete our valuation of the plan for the plan year in which you terminated:

1. You are single, or
2. You have waived the qualified joint and survivor annuity and your spouse has consented to the waiver, in writing, on forms provided by the Plan Administrator, and his or her signature has been notarized and witnessed by a plan representative, or
3. Your spouse cannot be located.

TAX TREATMENT OF YOUR DISTRIBUTIONS

Distributions are normally subject to income taxes as are other sources of ordinary income. Various methods exist to help you defer or reduce the amount of taxes which would otherwise be due. Upon your retirement or termination of employment, the Plan Administrator will provide you with a notice that explains these methods in greater detail. Some distributions paid prior to the time you attain age 59 1/2 may be subject to an additional excise tax. However, neither this summary plan description, nor the notice are an adequate substitute for consultation with your legal/tax advisor.

THE TOP HEAVY RULES

The Internal Revenue Code provides a complicated set of rules for determining whether our plan is Top Heavy. Stated simply, our plan is Top Heavy if the value of account balances belonging to "key employees" exceeds 60% of the total value of all account balances for all employees. Key employees are generally officers, shareholders, owners and highly compensated employees.

If the plan is top heavy, you will be entitled to a minimum contribution according to the following rules:

You will receive at least a minimum, non-integrated contribution of 3% of your annual compensation.

In the first year this plan becomes Top Heavy, the vesting schedule will be the more favorable of the regular schedule or the schedule set forth below:

Years of Vesting Service	Your Vested Percentage
Less than 2	0
2 but less than 3	20
3 but less than 4	40
4 but less than 5	60
5 but less than 6	80
6 or more	100

This vesting schedule will remain in effect for all subsequent plan years unless it is amended.

NON-TRANSFERABILITY OF BENEFITS

Generally, you may not transfer your interest in the plan; that is you may not sell it, use it as collateral, or otherwise give it away. Your creditors may not attach or garnish your interest in the plan. However, there are two circumstances where this general rule does not apply:

1. The Plan Administrator may be required to use some or all of your benefits to pay court ordered alimony, child support, or other transfer of assets directly to a spouse, former spouse, child or other dependent. The court order (called a Qualified Domestic Relations Order (QDRO)) must follow a certain form and contain certain information. The Plan Administrator will determine whether the court order must be followed.
2. If you are indebted to the plan when a benefit becomes payable to you or a beneficiary, the Administrator may direct that the indebtedness be first satisfied before any benefits are paid.

TERMINATION AND AMENDMENT

We reserve the right to terminate this plan at any time. If the plan is terminated, you will be 100% vested in the value of your account.

We may also amend the plan but no amendment can take away any benefits in which you are vested.

LOANS TO PARTICIPANTS

Since the principal purpose of this plan is to help you build financial security for your retirement years, no loans are permitted under the plan.

CLAIMING YOUR BENEFIT

Your Plan Administrator will administer the plan in such a manner as to provide the benefits intended by the plan without waiting for them to be claimed, but the following procedure is established to provide additional protection to you and your Beneficiary(ies). A claim for benefits by you or your Beneficiary(ies) to be effective under this procedure must be delivered to the Plan Administrator, must be in writing, and must specify your name and Social Security number, and the name and Social Security number of the claimant, the name of the plan from which a benefit is being claimed, and a general description of the benefit being claimed, unless the Plan Administrator formally or by course of conduct waives such requirements.

If an effective claim is wholly or partially denied, the Plan Administrator shall furnish you or your Beneficiary(ies) with written notice of the denial within ninety days after the original claim was filed, unless special circumstances require an extension of time for reviewing the claim. If such an extension is required, the Plan Administrator shall so notify the claimant within ninety days after the original claim was filed and shall proceed to make a determination no later than 180 days after the original claim was filed. This notice of denial shall set forth in a manner calculated to be understood by the claimant (1) the reason or reasons for denial, (2) specific reference to pertinent plan provisions on which the denial is based, (3) a description of any additional information needed to perfect the claim and an explanation of why such information is necessary, and (4) an explanation of the steps to be taken if the claimant wants to submit his claim for a review.

You or your Beneficiary(ies) shall have sixty days from receipt of the denial notice in which to make written application for review by the Plan Administrator. You or your Beneficiary(ies) shall have the right to review pertinent documents and to submit issues and comments in writing.

The Plan Administrator shall issue a decision on such review within sixty days after receipt of an application for review, unless special circumstances require an extension of time for reviewing the claim, in which case the decision shall be made within 120 days after receipt of the application for review.

SPECIAL RIGHTS UNDER ERISA

As a participant in this 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:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.

Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. 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 at normal retirement age (your normal retirement age is defined under the section which describes your Normal Retirement Benefit) and if so, 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 a year. The plan must provide the statement free of charge.

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 plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 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 in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees.

If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor Management-Services Administration, Department of Labor. This statement of ERISA Rights is required by Federal law and regulation.



YOUR
RETIREMENT
PLAN



A Summary Plan Description