

**SOUTHERN CALIFORNIA, ARIZONA, COLORADO
& SOUTHERN NEVADA GLAZIERS,
ARCHITECTURAL METAL & GLASS WORKERS PENSION PLAN**

(As Amended and Restated
Effective January 1, 2009)

INTRODUCTION

The Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Plan is funded through a Trust Fund, which has previously been created by the Board and which forms a part of this Plan, and will continue to be funded through contributions made by the participating Employers under the Plan, and by such net earnings as are obtained through the investment of the funds of the Trust Fund.

This document restates the provisions of the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Plan dated January 1, 2001, including Amendments 1 through 3, as of January 1, 2009. The Plan is also hereby amended and restated with the intent to bring this Plan into compliance on a timely basis with the requirements of the Pension Protection Act of 2006, the Pension Funding Equity Act, and the Heroes Earnings Assistance and Relief Tax Act of 2008.

This amended and restated Plan is effective January 1, 2009, except for certain provisions the effective dates of which are set forth herein. Except as may be required by ERISA or by the Code, the rights of any person whose status as an Employee of an Employer has terminated prior to January 1, 2009 shall be determined pursuant to the Plan as in effect on the date such employment terminated, unless a subsequently adopted provision of the Plan is made specifically applicable to such person.

ARTICLE I
Definitions

1.01 “Actuarial Equivalent” means a benefit that has the same value, based on the designated actuarial assumption and methods, as the benefit it replaces. The adjustment tables in Appendix I shall be used to determine the Actuarial Equivalent for optional forms of benefit payment. Notwithstanding the foregoing, the interest rate to be used in determining the cash out value of a lump sum distribution under Section 8.01(d), 9.08 or 12.11 prior to January 1, 1999 may not exceed the Pension Benefit Guaranty Corporation applicable rates for purposes of determining the single sum value of such benefit as if the Plan were then terminated. Effective January 1, 1999, the following interest rate and mortality assumptions shall be used to calculate such lump sum distributions:

- (a) The applicable interest rate is the annual rate of interest on 30-year Treasury securities for the month of November of the Plan Year preceding the annuity starting date (the “look back month”) or such other time as the Secretary of the Treasury may by regulations require;
- (b) The applicable mortality table is the mortality table based on the prevailing standard table described in Section 807(d)(5)(A) of the Code; provided, however, that effective as of January 1, 2002, the applicable mortality table is the prevailing standard table described in Section 807(d)(5) of the Internal Revenue Code (or, for Pension Benefit Starting Dates on or after December 31, 2002, the mortality table prescribed in Rev. Rul. 2001-62); and
- (c) The applicable interest rate shall remain stable during the Plan Year.

- (d) Except as provided by the Pension Benefit Guaranty Corporation (PBGC) and IRS, with respect to the annuity starting dates occurring on and after January 1, 2008, for purposes of the calculation of the present value of a benefit payment that is subject to Code Section 417(e)(3), “applicable interest rates” shall refer to the segment rates described by Code Section 417(e) after its amendment by the Pension Protection Act of 2006 (PPA) for October of the year preceding the Plan Year which contains the Annuity Starting Date in question. With respect to annuity starting dates occurring on and after January 1, 2008, the “applicable mortality table” shall be the applicable annual mortality table with the meaning of Code Section 417(e)(3)(B), as initially described in Revenue Ruling 2007-67 and Notice 2008-85.

If a Plan amendment changes the time for determining the applicable interest rate (including an indirect change as a result of a change in Plan Year), any distribution for which the annuity starting date occurs in the one year period commencing at the time the Plan amendment is effective (if the amendment is effective on or after the adoption date) must use the interest rate as provided under the terms of the Plan after the effective date of the amendment, determined at either the date for determining the interest rate before the amendment or the date for determining the interest rate after the amendment, whichever results in the larger distribution. If the Plan amendment is adopted retroactively, the Plan must use the interest rate determination date resulting in the larger distribution for the period beginning with the effective date and ending one year after the adoption date.

1.02 “Administrative Office of the Pension Trust” means the Administrative Office, sometimes referred to as the Trust Fund Office, where all the Trust and Plan records and

documents are held. It is from the Trust Fund Office that the Board of Trustees administers this Plan. All Trust Fund business is conducted in the Trust Fund Office through its authorized representatives. All determinations of Participant rights and benefits in the Plan and of Employer responsibilities to the Plan and written notices concerning the Trust Fund will come from the Trust Fund Office.

1.03 “Board of Trustees or Trustees or Board” means that group of individuals who have exclusive responsibility of managing the affairs of this Pension Trust Fund. The Board of Trustees shall comprise an equal number of employer and union trustees and they shall have equal voting privileges. Only the Board of Trustees may establish rules and regulations governing this Pension Plan and Pension Trust Fund. Such rules and regulations shall be administered in accordance with applicable state and federal law. Neither the Union, any Employer, nor any of their representatives are authorized to interpret Plan documents or act as an agent of the Board of Trustees.

1.04 “Break in Service” occurs when the number of consecutive Severance Years counted on behalf of a Participant equals or exceeds the greater of (a) five or (b) the number of a Participant’s Vesting Years. The Participant shall suffer a Break in Service and the loss of all Pension Benefits that are not vested under Article VI prior to the Break in Service. All Pension Benefits that are at least 50% vested remain unaffected by a Break in Service. A Participant must earn at least 5 Vesting Service Years to avoid a complete loss of Pension Benefits earned up to the time the number of his/her Severance Years equals or exceeds the greater of (a) five or (b) the number of his/her Vesting Service Years.

1.05 “Code” means the Internal Revenue Code of 1986, as amended, as it now exists or from time to time may be amended.

1.06 “Collective Bargaining Agreement or Labor Contract” means a written agreement between a Local Union and an Employer or a Union and a Signatory Association that requires contributions on behalf of all Covered Employees who are represented by such a Union and who are working under a Collective Bargaining Agreement that provides for payments into the Trust Fund.

1.07 “Connecting Non-Covered Service” means an Employee’s employment with an Employer, after that particular Employer’s Employer Participation Date, in the Industry in a classification not exclusively to determine if a Participant earned a Vesting Service Year under Section 1.35. Employment as a partner or sole proprietor in the Glass Industry is not used in determining a Vesting Service Year. Connecting Non-Covered Service must immediately precede or follow Covered Employment.

1.08 “Covered Employee” means any person who is in Covered Employment who works a Covered Hour.

1.09 “Covered Employment” means employment with an Employer in a position subject to a Pension Agreement.

1.10 “Covered Hour” means an hour worked by a Covered Employee in Covered Employment for which an Employer Contribution has been made or is required to be made.

1.11 “Credited Vesting Service Years” means, for a Participant, the total number of Vesting Service Years accumulated by a Participant that have not been forfeited as provided in Section 2.01(c).

1.12 “Employee” means an employee who works for an Employer.

1.13 “Employee Contribution Date” means the date an Employer makes the first contribution to the Trust Fund on behalf of a Covered Employee. A Covered employee may have one or more additional Employee Contribution Dates if that Covered Employee has a Break in Service and returns to the Industry in Covered Employment.

1.14 “Employer” means a business entity, including any Union, that has agreed in writing to make contributions to this Trust Fund in compliance with a Pension Agreement and whose participation in this Trust Fund is authorized by the Board of Trustees.

1.15 “Employer Contributions” means contributions made or required to be made to the Trust Fund by an Employer on behalf of the Covered Employees of such Employer in accordance with a Pension Agreement.

1.16 “Employer Participation Date” means the first day for which an Employer is obligated by a Pension Agreement to make a contribution to this Trust Fund. The Employer Participation Date to be applied to an Employee shall be the one applicable to the first Employer who makes contributions on the Employee’s behalf.

1.17 “Founding Parties” means the Southern California Glass Management Association and the Glaziers & Glassworkers Local 636 that, on July 26, 1963 during labor negotiations, called for the establishment of a Pension Trust Fund, known as the Southern California Glaziers &

Glassworkers Pension Plan, whose name was later changed to the Southern California & Arizona Glaziers, Architectural Metal & Glass Workers Pension Plan. Effective January 1, 1997, the name of the Plan was again changed to be the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glassworkers Pension Plan, and is hereby changed, effective January 1, 2001, to be the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Plan.

1.18 “Future Service Credits” means a Pension Benefit that begins and is earned by a Covered Employee who has become a Participant and who is working in the Industry in a classification covered by a Pension Agreement. A Participant shall be credited with a Future Service Credit of 1/1750th of one year for each hour of Covered Employment.

1.19 “Grace Period” means a period following the date on which a Covered Employee becomes an Active Participant and prior to his/her Normal Retirement Date during which the Active Participant fails to work at least 375 Covered Hours in each of two consecutive Plan Years. For example, an Active Participant who completes 375 Covered Hours in one Plan Year, and 0 Covered Hours during the following Plan Year would not complete a Grace Period because he/she has earned at least 375 Covered Hours in at least one of the two Plan Years. However, a Participant who completes 374 Covered Hours in one Plan Year and no more than 374 Covered Hours during the following Plan Year would complete a Grace Period, because he/she has completed less than 375 Covered Hours during each of those two Plan Years.

1.20 “Industry” means the glazing, glass and architectural metal industry of Southern California, Arizona, Colorado and Nevada.

1.21 “Union or Local Union” means Glaziers, Architectural Metal & Glass Workers Locals 636, 930, 1399, 1610 and 2001 and any other Union affiliated with these Local Unions engaged in the Industry and whose participation in this Trust Fund is authorized by the Trustees.

1.22 “Mandatory Commencement Date” means April 1 of the year immediately following the year in which the Participant attains age 70-1/2.

1.23 “Participant” means any Covered Employee who meets the participation requirements of this Plan, as described in Article II, and thereby is entitled to accrue benefits under this Plan.

1.24 “Past Service Credit” means a Pension Benefit granted by the Board of Trustees to those Covered Employees who have worked in the Industry prior to their Employer Participation Date. No Past Service Credit is granted after the original Employer Participation Date.

1.25 “Pension Agreement” means (a) a Collective Bargaining Agreement or (b) a written agreement between the Trustees and a Local Union providing for payment into the Trust Fund on behalf of employees of a Union.

1.26 “Pension Benefit” means the combination of Past Service Credits and Future Service Credits that, when added together, provide a monthly retirement income to a Participant at his/her Retirement Date under Article III. This definition may also include the benefits payable to a Participant as a Disability Retirement Benefit under Article VII.

1.27 “Pension Trust Fund or Trust Fund” means the entire trust estate under the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Trust, and shall include the total of Employer Contributions made under the

Plan, increased by investment results and decreased by the Plan benefits and by expenses incurred under the Plan.

1.28 “Plan or Pension Plan” means that retirement benefit program established and maintained pursuant to the Trust Agreement. The full and legal name of the Plan is the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Plan. This amendment and restatement of the Pension Plan shall be effective January 1, 2009, except as provided otherwise herein with respect to particular provisions of the Plan.

1.29 “Plan Year” means the 12-month period beginning each January 1.

1.30 “Severance Year” means any Plan Year, other than the year of his/her Employee Contribution Date, during which a Participant accumulates less than 375 Covered Hours. For purposes of determining whether a Participant has acquired a Severance Year, hours of Connecting Non-Covered Service, described in Section 1.07, hours of Disability as described in Section 7.02, and hours of maternity and paternity leave of absence as described below will be considered as hours worked.

Period of maternity or paternity leave of absences will be credited as follows:

- (a) Maternity or paternity leave of absence will include periods during which the Participant is absent from Covered Employment or Connecting Non-Covered Service (1) due to the Participant’s pregnancy, (2) due to the birth of the Participant’s child, (3) due to the adoption of a child by the Participant, or (4) for purposes of caring for such child during a period immediately following such birth or adoption.

- (b) For purposes only of determining whether a Participant has acquired a Severance Year, hours of maternity or paternity leave of absence will be credited as hours worked, at the rate of eight hours per day.
- (c) Maternity or paternity leave of absence will be credited as hours worked only during the Plan Year in which such absence begins; or, if not needed to prevent a Severance Year during the Plan Year in which such absence begins, will be credited only during the following Plan Year. No more than 375 hours will be credited under this Section 1.30 during any period of maternity or paternity leave.
- (d) In order for a period of maternity or paternity leave to be credited as hours worked, a Participant will be required to furnish to the Trustees such information as is reasonably necessary to establish (1) that the leave is a maternity or paternity leave described in this Section 1.30, and (2) the number of days of such leave.

A Severance Year shall not be counted for any year in which the Participant earns at least 6 months of credit for:

- (a) military absence for service with the Armed Forces of the United States provided that the Participant returns to Covered Employment within 90 days after the period in which his/her re-employment rights are protected by law (see Section 4.09 below),
- (b) service as an employee or an official of the Union in the area covered by this Plan, or

- (c) service as a partner in or sole proprietor of a partnership or sole proprietorship which is an Employer.

A month of credit is equal to 65 hours worked and is earned if the Employee is in the type of service described in (a), (b), or (c) above during any part of the month.

1.31 “Signatory Association” means any employer organization that signs a Collective Bargaining Agreement and Trust Agreement on behalf of its members and whose participation in the Trust Fund is authorized by the Board of Trustees.

1.32 “Surcharge Contribution Date” is the first date as of which a surcharge contribution has been made on a Participant’s behalf to fund Permanent Unreduced Early Retirement at age 55.

1.33 “Total Credited Service” means the sum of the Participant’s Past Service Credits and Future Service Credits which have not been forfeited.

1.34 “Trust Agreement” means the Trust Agreement, dated October 26, 1963, which first established the Southern California Glaziers & Glassworkers Pension Trust Fund, including that Agreement as it has been amended and modified from time to time by the Board of Trustees.

1.35 “Vesting Service Year” means any calendar year during which a Participant accumulates at least 750 Covered Hours. If a Participant accumulates at least 750 Covered Hours, the Employee is granted one Vesting Service Year regardless of the number of hours worked in excess of 750; no more than one Vesting Service Year may be earned in any one Plan Year. For purposes of determining whether a Participant has earned a Vesting Service Year, hours of Connecting Non-Covered Service, described in Section 1.07, and hours of service for disability, as described in Section 7.02, will be considered as Covered Hours. In addition, Participants

represented by Locals 930 and 2001 and Participants of Premier Aluminum will be credited with one Vesting Service Year for each year of Past Service Credit, provided such Employees have earned at least one Future Service Credit.

1.36 Titles; Words. The titles or headings of sections and articles in this Plan are placed for convenience of reference only, and, in case of conflict between such titles or headings and the context of the Plan, the context rather than such titles or headings shall control. Whenever any words are used in this Plan in the masculine gender, they should be construed as though they were also used in the feminine gender; wherever any words are used in this Plan in the singular form, they should be construed as though they were also in the plural form in all situations where they would apply, and vice versa.

ARTICLE II
Participation

2.01 (a) Active Participant. A Covered Employee becomes an Active Participant in this Plan on the first day of the month coincident with or immediately following the month in which he/she has accumulated 750 Covered Hours within two consecutive Plan Years. A Participant's status as an Active Participant shall cease immediately following the earliest of (1) death, (2) the date he/she becomes a disabled Participant (see Article VII), (3) retirement under the Plan, (4) the date he/she incurs a Break in Service, or (5) completion of a Grace Period.

If a Participant's active participation ends, then, on any subsequent reentry into Covered Employment, a Participant's Normal Retirement benefit accrued during a previous period of active participation may not be increased solely as a result of his/her return to Covered Employment.

(b) Inactive Participant. At the completion of a Grace Period, each Active Participant shall become an Inactive Participant, provided he/she is not entitled to a vested or partially vested deferred pension benefit pursuant to Article VI. A Participant's status as an Inactive Participant shall cease immediately following the earliest of (1) death, (2) the date he/she becomes an Inactive Vested or Inactive Partially Vested Participant, or again becomes an Active Participant, (3) retirement under the Plan, or (4) the date as of which he/she completes a Severance Year while an Inactive Participant.

(c) Inactive Employee. An Inactive Participant who completes a Severance Year benefit from this Plan unless he/she becomes an Active Participant or an Inactive Vested or Inactive Partially Vested Participant. A person's status as an Inactive

Employee shall cease immediately following the earliest of (1) death, (2) the date he/she becomes an Inactive Vested or Inactive Partially Vested Participant, or again becomes an Active Participant, or (3) the date as of which he/she forfeits his/her Credited Vesting Service Years and benefit rights. An Inactive Employee shall forfeit his/her Credited Vesting Service Years and all rights to a benefit under this Plan if he/she has not earned at least five Vesting Service Years. An Inactive Employee shall also forfeit his/her Credited Vesting Service Years and all non-vested rights to a benefit under this Plan at the end of the calendar year in which the accumulated number of his/her consecutive Severance Years (including any Severance Years which occur during his/her Grace Period) first equals the greater of (a) five or (b) the number of his/her Credited Vesting Service Years.

(d) Inactive Vested Participant. An Active Participant who completes a Grace Period shall become an Inactive Vested Participant provided he/she fulfills the requirements of Section 6.03. An Inactive Participant or an Inactive Employee shall become an Inactive Vested Participant provided he/she fulfills the requirements of Section 6.05. A Participant's status as an Inactive Vested Participant shall cease immediately following the earliest of (1) death, (2) retirement under the Plan, or (3) the date he/she again becomes an Active Participant.

(e) Inactive Partially Vested Participant. An Active Participant who completes a Grace Period shall become an Inactive Partially Vested Participant provided he/she fulfills the requirements of Section 6.04. An Inactive Participant or an Inactive Employee shall become an Inactive Partially Vested Participant provided

he/she fulfills the requirements of Section 6.06. A Participant's status as an Inactive Partially Vested Participant shall cease immediately following the earliest of (1) death, (2) retirement under the Plan, or (3) the date he/she again becomes an Active Participant.

2.02 Reinstatement of Active Participation. Following a Break in Service, a Covered Employee shall again become an Active Participant in this Plan by completing the requirements in Section 2.01(a).

ARTICLE III
Retirement Date

3.01 Normal Retirement. The Normal Retirement Date for a Participant shall be the first day of the month coincident with or next following the date he/she has met the conditions of either (a) or (b) below:

- (a) the Participant has reached his/her 60th birthday and has earned at least one year of Future Service Credit, or
- (b) the Participant has reached the later of (1) his/her 60th birthday or (2) the 5th anniversary of the time he/she commenced participation in the Plan.

The Normal Pension Benefit payable to a Participant shall be as determined under Article IV.

3.02 Early Retirement. Effective for Plan Years beginning after December 31, 1998, the Early Retirement Date for any Participant shall be the first day of the month coincident with or next following the date he/she has attained age 55 and has at least ten (10) Credited Vesting Service Years.

For Plan Years beginning before January 1, 1999, the Early Retirement Date for any Participant shall be the first day of the month coincident with or next following the date he/she has attained age 55 and is fully vested (100%). A Participant is not eligible to receive an Early Retirement Benefit (also referred to herein as “Early Pension Benefit”) and a Disability Benefit at the same time. A Participant who has met the eligibility requirements for a Disability Benefit and an Early Retirement Benefit may elect either benefit. After such election, an Early Retirement cannot later be converted to a Disability Retirement.

(a) (1) For Plan Years beginning after December 31, 1998, in order to be eligible for a Reduced Retirement Benefit on his/her Early Retirement Date, a Participant must:

- (i) be at least age 55;
- (ii) have at least ten (10) Credited Vesting Service Years; and
- (iii) retire from employment at age 55 or later.

The amount of such Reduced Retirement Benefit shall be as determined under Section 4.03(a).

(2) For Plan Years beginning before January 1, 1999, in order to be eligible for a Reduced Retirement Benefit on his/her Early Retirement Date, a Participant must:

- (i) be at least age 55;
- (ii) be 100% vested; and
- (iii) retire from employment at age 55 or later.

The amount of such Reduced Retirement Benefit shall be as determined under Section 4.03(a).

(b) (1) (i) Effective for Plan Years beginning after December 31, 1998, in order to be eligible for a Permanent Unreduced Retirement Benefit on his/her Early Retirement Date, an Active Participant must:

- (a) be at least age 55;
- (b) have at least ten (10) Credited Vesting Service Years;

- (c) have had surcharge contributions negotiated on his/her behalf to fund the Permanent Unreduced Retirement Benefits at age 55;
- (d) have had the contributions described in (c) above made on his/her behalf for at least 17,500 hours^{*}; and
- (e) retire from employment at age 55 or later.

The amount of such Permanent Unreduced Benefit shall be determined under Section 4.03(b)(1).

- (ii) Effective for Plan Years beginning on or after January 1, 1993, and before January 1, 1999, in order to be eligible for a Permanent Unreduced Retirement Benefit on his/her Early Retirement Date, an Active Participant must:
 - (a) be at least age 55;
 - (b) be 100% vested;
 - (c) have had surcharge contributions negotiated on his/her behalf to fund the Permanent Unreduced Retirement Benefits at age 55;
 - (d) have had the contributions described in (c) above made on his/her behalf for at least 17,500 hours^{*}; and
 - (e) retire from employment at age 55 or later.

The amount of such Permanent Unreduced Benefit shall be determined under Section 4.03(b)(1).

*Participants with a Surcharge Contribution Date, as defined in Section 1.32, prior to January 1, 1993, and at least 1750 hours of surcharge contributions prior to January 1, 1993, will be deemed to have satisfied this requirement.

**Participants with a Surcharge Contribution Date, as defined in Section 1.32, prior to January 1, 1993, and at least 1750 hours of surcharge contributions prior to January 1, 1993, will be deemed to have satisfied this requirement.

- (2) For an Active Participant who satisfies all the above requirements except (b)(1)(i)(d) or (b)(1)(ii)(d), i.e., he/she has less than 17,500 surcharged hours, he/she will be entitled to a partial Permanent Unreduced Retirement Benefit. The amount of such partial Permanent Unreduced Retirement Benefit shall be determined as under Section 4.03(b)(2).

- (3) An Inactive Participant may be eligible for a Permanent Unreduced Retirement Benefit on his/her Early Retirement Date, if (i) he/she satisfies the conditions outlined in Section 3.02(b)(1)(i)(a) through (e) , or Section 3.02(b)(1)(ii)(a) through (e) , inclusive, and (ii) the number of his/her accumulated consecutive Severance Years does not exceed the number of years of surcharged contributions (i.e., the number of accumulated hours for which surcharged contributions have been paid divided by 1,750), determined as of the date the Participant attains age 55. The amount of such Permanent Unreduced Retirement Benefit shall be determined as under Section 4.03(b)(1).

- (4) An Active Participant who has had a surcharge contribution made on his/her behalf in order to fund the Permanent Unreduced Retirement Benefit, but who no longer is having a surcharge made on his/her behalf may be eligible for a Permanent Unreduced Retirement Benefit on his/her Early Retirement Date. Eligibility is established if (i) the Participant satisfies the conditions as through (e) , inclusive, and (ii) the number of consecutive calendar years in which surcharge contributions have not been paid does not exceed the number of years of surcharge contributions (i.e.,

the number of accumulated hours for which surcharge contributions have been paid divided by 1,750), determined as of the date the Participant attains age 55. The amount of such Permanent Unreduced Retirement Benefit shall be determined as under Section 4.03(b)(1).

- (c) Grandfather Provisions. Any Active Participant who by December 31, 1992 had attained age 50, was at least 50% vested and had the \$0.15 surcharge contribution made on his/her behalf for a minimum of 1,750 hours is deemed to be currently eligible for the Permanent Unreduced Retirement Benefit at age 55.

After December 31, 1992, the Reduced Early Retirement Benefit at age 50 will no longer be available to any Participant. However, Participants who were active and between the ages of 50 and 54 as of December 31, 1992 retain eligibility for a Permanent Unreduced Pension (subject to their vesting percentage) payable at age 55.

3.03 Postponed Retirement. Any Participant may elect to postpone his/her retirement and to remain in Covered Employment after his/her Normal Retirement Date. A Participant who reaches the Normal Retirement Date and continues working in suspendible employment (as defined in Section 9.09(a)) shall be given notice, as stipulated in Section 9.09(e), of his/her eligibility to retire and suspension of pension benefits until retirement, in accordance with Department of Labor Regulations. Payment of Postponed Pension Benefits to said Participant shall commence at his/her Postponed Retirement Date, which shall be the first day of any month coincident with, or next following, the date stipulated by the Participant as his/her retirement date, provided he/she has complied with the provisions of Article IX with respect to application

for pension benefits. Notwithstanding any other provision of this Section 3.03, effective January 1, 1990, in no event may payment of a Participant's Postponed Pension Benefits commence later than his/her Mandatory Commencement Date, regardless of whether the Participant continues working in suspendible employment or is a 5% owner. The Participant's Postponed Pension Benefit shall be determined under Section 4.04.

ARTICLE IV
Normal Pension Benefit

4.01 Amount of Pension Benefit. The amount of Pension Benefit a Participant receives from this Plan is based on Past Service Credits (if any) plus Future Service Credits earned under this Plan.

- (a) Past Service Credit. Past Service Credit is granted only to those Participants who worked in the Industry prior to the Participant's original Employer Participation Date and in accordance with the agreements reached between the Board of Trustees and the parties negotiating Pension Agreements calling for contributions to this Pension Trust. In no event will any Past Service Credit be granted for employment before July 1, 1948.
 - (1) The Board of Trustees shall grant Past Service Credit to a Participant only if that Participant is an Active Participant in this Plan before the end of the Plan Year following the Plan Year which includes original Employer Participation Date.
 - (2) Each Participant is entitled to one year of Past Service Credit for each year worked in the Industry if it can be verified to the satisfaction of the Board

of Trustees that such Participant was working in the Industry in a capacity which was covered by a Pension Agreement either at the time the employment was rendered or at any later date prior to the commencement of benefits. Past service Credits are granted up to a maximum of 15 years. Appendix IV sets forth the time period for which Past Service Credits may be granted for Participants who were Employees in Covered Employment under the jurisdiction of the respective Locals and Employers.

- (b) Future Service Credit. Each Employee who participates in this Plan shall have his/her own separate account established in which Future Service Credits are counted. The Future Service Credits of any Employee cannot be transferred to any other Participant in this Plan.
 - (1) Future Service Credits begin immediately after an Employee becomes an Active Participant and continue to accumulate until that Employee has a Break in Service or begins receiving Pension Benefits from this Plan.
 - (2) 1/1750th of a year of Future Service Credits is granted for each hour of Covered Employment.

4.02 Normal Pension Benefit. The Normal Pension Benefit is the sum of (a), (b) and (c) below:

- (a) For each year of Past Service Credit the monthly benefit under the Normal Pension form is \$4.00 except for Participants who were employees of Premier

Aluminum. The latter Participants receive a monthly benefit of \$2.80 for each year of Past Service Credit.

- (b) For each year (1750 hours or fractions thereof) of Future Service Credit earned through December 31, 1980, the monthly benefit under the Normal Pension form is determined by the highest hourly contribution rate paid up through December 31, 1980 into the Plan on behalf of a Participant and is determined from the following table. In the event that the Participant's highest rate does not appear on the table, the next lowest rate shall be used.

Final Hourly Contribution Rate Applicable to a Participant	Monthly Benefit under the Normal Pension Form
\$.10	\$2.80
.20	6.75
.30	8.75
.40	10.75
.60	15.50
.90	21.50
1.00	23.50
1.30	26.50
1.33	27.60
1.45	30.00
1.63	33.60
1.83	37.60
2.00	40.00
2.13	43.60
2.60	51.00
2.65	53.60
3.00	59.00

If a Participant has had contributions paid by several Employers on his/her behalf, then the Future Service Credits earned through December 31, 1980, shall be determined under the Plan based on the highest Employer Contribution Rate.

- (c) For Future Service Credits earned after December 31, 1980, but prior to January 1, 1986, the monthly benefit under the Normal Pension Form is determined as the product of the total Employer Contributions paid or required to be paid on behalf of the Participant and 2.25%. For Future Service Credits earned after December 31, 1985, but prior to January 1, 1993, the monthly benefit under the Normal Pension form is the product of the total Employer Contributions paid or required to be paid on behalf of the Participant and 2.5%. For Future Service Credits earned after December 31, 1992, the monthly benefit under the Normal Pension Form for Participants who are covered by a Pension Agreement which provides for surcharge contributions to be made on their behalf to fund the Permanent Unreduced Early Retirement Benefit described in Section 3.02 is the product of 2% and the Total Employer Contributions for which surcharge contributions are required but exclusive of the surcharge contributions and which are paid or required to be paid after said date on behalf of the Participant. For all other Participants whose Employer Contributions do not require a related surcharge contribution to fund the Permanent Unreduced Early Retirement Benefit, the multiplier is 2.5%.

For purposes of determining Normal Pension Benefits, Employer Contributions do not include certain contribution increases negotiated to be effective after December 31, 1983 and specifically designated for funding of certain subsidized benefits under the Plan. For purposes of determining Normal Pension Benefits, Employer Contributions include contributions required to be paid pursuant to a

Pension Agreement, even though such contributions were not paid due to the Employer's delinquency.

A surcharge contribution of \$0.15 per hour negotiated to fund the Permanent Unreduced Early Retirement Benefit at Age 55 applies to basic hourly contribution rates in effect prior to January 1, 1993. On or after January 1, 1993, if a Pension Agreement provides for the Permanent Unreduced Early Retirement Benefit at Age 55 for its members for the first time, the surcharge contribution will be \$0.15 plus 5% of the difference between the most recent hourly contribution rate prior to 1993 and the hourly contribution rate in effect on the date the surcharge contribution is to be effective. If a Pension Agreement which provided for the Permanent Unreduced Early Retirement Benefit at Age 55 effective before January 1, 1993 subsequently provides for increased hourly contributions to the Plan, the hourly surcharge contributions will be \$0.15 plus 5% of the amount by which the hourly contributions exclusive of the surcharge exceed hourly contributions exclusive of surcharge based on the rate in effect on December 31, 1992. Once a Pension Agreement provides for the Permanent Unreduced Early Retirement Benefit and the related surcharge contribution, all renewals of that Pension Agreement must also provide for the Permanent Unreduced Early Retirement Benefit and surcharge contributions.

Notwithstanding any provision to the contrary in this Section 4.02 or in any other Section of this Plan, for purposes of the accrual of the Normal Pension Benefit hereunder, no Future Service Credits shall be earned by any Participant under the Plan after April 30, 2000.

4.03 Early Pension Benefit.

- (a) A Participant who is eligible for an Early Pension Benefit under Section 3.02(a) shall be entitled to a reduced monthly benefit equal to the amount of Normal Pension Benefit accrued to the date of Early Retirement, reduced by 0.5% for each month by which the Participant's retirement date precedes his/her 60th birthday.
- (b) (1) A Participant who is eligible for an Early Pension Benefit under Section 3.02(b)(1), 3.02(b)(3) or 3.02(b)(4) shall be entitled to a monthly benefit equal to the amount of Normal Pension Benefit accrued to the date of Early Retirement with respect to benefits earned based on Employer Contributions which are (i) paid subject to surcharge contributions to fund the Permanent Unreduced Early Retirement Benefit or (ii) paid under a bargaining agreement which later provided for surcharge contributions. The remaining portion of the benefit is reduced according to Section 4.03(a).
- (2) A Participant who is eligible for an Early Pension Benefit under Section 3.02(b)(2) shall be entitled to a monthly benefit equal to a pro rata share of the full unreduced pension that would have been payable if Section 4.03 (b)(1) were applicable. Such pro rata share is determined by dividing the Participant's number of surcharged hours by 17,500 to obtain the percentage of his/her benefit which is unreduced. The remaining portion of the benefit is reduced according to Section 4.03(a).

For example, if an Active Participant has 7000 surcharged hours, 40% of his/her monthly benefit would be considered unreduced since $7000 - 17,500 = 0.40$ or 40%. The remaining portion (60%) is reduced by .5% for each month by which the Participant's retirement date precedes his/her 60th birthday.

4.04 Postponed Pension Benefits. A Participant who postpones his/her retirement date beyond his/her Normal Retirement Date in accordance with Section 3.03, shall be entitled to earn additional pension credit payable at his/her Postponed Retirement Date. The monthly Postponed Pension Benefit shall be equal to the amount of the monthly Normal Pension credited to the Participant up to his/her Postponed Retirement Date provided that the Participant worked in suspendible employment (as defined in Section 9.09(a)) and has received the notice referred to in Sections 3.03 and 9.09(e).

If the Participant worked in suspendible employment (as defined in Section 9.09(a)), but did not receive the notice referred to in Sections 3.03 and 9.09(e), or if the Participant did not work in suspendible employment and did not previously apply for retirement benefits, then the additional pension credit earned during each full or partial year of postponement shall be the greater of:

- (a) the Normal Pension earned during such year under Section 4.02 and
- (b) an actuarial increase of the Postponed Retirement Benefit accumulated as of the

The Participant's Postponed Retirement Benefit shall be calculated annually on a calendar year basis. Pension Benefits shall begin no later than the Mandatory Commencement Date as provided in Section 3.03. Additional pension credits with respect to Covered Employment after a

Participant's Mandatory Commencement Date, if any, shall also be calculated annually as of each January 1 following the Mandatory Commencement Date, in accordance with Section 9.10.

4.05 Maximum Benefits. Effective January 1, 2008, in no event will benefits provided by the Plan exceed limitations imposed by Section 415 of the Internal Revenue Code, as amended from time to time, which is incorporated herein by reference as though it were set out as part of this Plan. The maximum dollar limitation under Section 415(b)(1)(A) is adjusted annually as provided for under Section 415(d). For purposes of applying the limitation in Section 415, the "limitation year" is the calendar year.

If the benefits provided by this Plan and any other qualified plans would exceed the limits imposed by Code Section 415, then benefits under this Plan will be reduced, so that, together with any reduction imposed by such other plans, the excess will be eliminated. Notwithstanding the foregoing, no other multiemployer plan shall be aggregated with this Plan for purposes of applying the limits of Section 415.

If the Participant's benefit is payable in a form other than a straight life annuity, then the 415 limit shall be the Actuarial Equivalent (based on Section 1.01(a), (b) & (c)) of the applicable 415 limit, based on an interest assumption that is not greater than the lesser of 5% or the rate specified in Section 1.01(a) and (c) of the Plan. Effective January 1, 2004, with respect to the Code Section 415 limit, for purposes of adjusting the annual benefit (as defined in Section 415(b)(2) of the Internal Revenue Code) to a straight life annuity, for any benefit paid in a form not subject to Section 417(e) of the Internal Revenue Code, the equivalent annual benefit shall be the greater of (a) the equivalent annual benefit computed using the interest rate and mortality table as set forth in the Plan for adjusting benefits in the same form; and (b) the equivalent annual benefit computed using a 5% interest rate assumption and the applicable mortality table

defined in the Plan for that benefit commencement date. If the annual benefit is paid in any form subject to Section 417(e) of the Internal Revenue Code, then the equivalent annual benefit shall be the greatest of (a) the equivalent annual benefit computed using the interest rate and mortality table as set forth in the Plan for adjusting benefits in the same form; (b) the equivalent annual benefit computed using a 5.5% interest rate assumption and the applicable mortality table defined in the Plan for that benefit commencement date; and (c) the equivalent annual benefit (computed using the applicable interest rate and the applicable mortality table) divided by 1.05. For a distribution to which Section 417(e) of the Internal Revenue Code applies and which has an annuity starting date occurring in the 2004 or 2005 Plan Years, the equivalent annual benefit shall be the greater of (a) the equivalent annual benefit computed using the interest rate and mortality table as set forth in the Plan for adjusting benefits in the same form; and (b) the equivalent annual benefit computed using a 5.5% interest rate assumption and the applicable mortality table defined in the Plan for that benefit commencement date.

For purposes of this Section, compensation shall be as defined in Treasury Regulation Section 1.415(c)-2(b), exclusive of amounts listed in Treasury Regulation Section 1.415(c)-2(c). Compensation for purposes of this Section shall also include amounts paid after termination to the extent permitted under Treasury Regulation Sections 1.415(c)-2(e)(2), 1.415(c)-2(e)(3)(i), 1.415(c)-2(e)(3)(ii), and 1.415(c)-2(e)(3)(iii)(A).

4.06 Benefit Supplement for Retirees and Beneficiaries. The Board of Trustees may, from time to time, approve additional monthly benefits or annual supplements for Retirees and Beneficiaries. Such supplements will be paid only on the recommendation of a qualified actuary that such supplement is justified by the investment earnings and other actuarial experience of the Plan. Such supplements are listed in Appendix III. No such new benefit supplements shall be

approved by any actuary or paid under the Plan under any circumstances or for any reason after April 30, 2000. For purposes of this paragraph, any benefit supplements approved or payable prior to May 1, 2000 shall not be affected by the immediately preceding sentence.

4.07 Ancillary Health Benefits. The Board of Trustees may, from time to time, offer or provide for medical benefits, including vision care and/or prescription drug benefits, which are deemed to be subordinated to retirement benefits under Section 401(h) of the Internal Revenue Code for retirees, their spouses and dependent children, if any. The Trustees may charge the retiree for such benefits in whole or in part, secure authorization to deduct such charges from the retiree's monthly retirement benefit, and reduce, increase or delete some or all of such benefits as they may determine in their complete discretion so long as such reduction, increase or deletion is uniform and non-discriminatory.

4.08 Annual Compensation Limit. Effective as of January 1, 2002, the amount of a Participant's annual compensation from any Employer that may be taken into account for any Plan purpose shall not exceed \$200,000, as that amount may be amended from time to time by the Secretary of Treasury under Code Section 401(a)(17). For purposes of determining compensation before January 1, 1997, the family unit of a Participant who is either a 5% owner or is both a highly compensated employee (as defined in Code Section 414(q)) and one of the ten most highly compensated employees will be treated as a single employee with one compensation. The annual limit on compensation shall be allocated among the members of the family unit in proportion to such individual's annual compensation from any Employer prior to the application of this section. For this purpose, a family unit is the employee who is a 5% owner or one of the ten most highly compensated employees, the employee's spouse, and the employee's lineal descendants who have not attained age 19 before the close of the Plan Year.

4.09 Compliance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) and the Heroes Earnings Assistance and Relief Tax Act of 2008. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to “qualified military service” will be provided in accordance with Section 414(u) of the Code. Without limiting the foregoing, effective January 1, 2009, Compensation shall also include any differential wage payments, as defined in Code Section 3401(h)(2), that are paid to an individual who is in qualified military service as defined in Code Section 414(u).

ARTICLE V
Pension Benefit Forms

5.01 Automatic Joint and Survivor Pension Benefit. A married Participant who has been married for at least one year on the date of his/her retirement, and who has not elected otherwise, shall receive an actuarially reduced monthly benefit payable for his/her lifetime. The actuarially reduced amount of the monthly benefit to the Participant under this Section 5.01 shall be the Actuarial Equivalent of the amount of the monthly benefit otherwise payable under Section 5.02. The Automatic Joint and Survivor Pension form shall become effective on the date of the first monthly payment.

Provided that the Participant's death occurs on or after the date of his/her retirement and his/her spouse survives him/her, a monthly benefit shall be payable to the spouse for his/her lifetime. The monthly benefit amount shall be equal to 50% of the reduced amount of the monthly payment previously paid to the Participant. This monthly benefit shall commence on the first of the month immediately following the date of death of the Participant, provided that the spouse is living on the commencement date.

If the spouse predeceases the Participant, the Participant's monthly benefit will increase to the amount that would have been payable under Section 5.02 had the Participant received the Normal form of Pension Benefit, and payments will terminate with the last payment due immediately preceding the Participant's death.

The dissolution of the marriage after the date of the Participant's retirement shall not affect the amount of the pension payable to the Participant, nor shall any benefit thereafter be payable to another spouse in the event of remarriage.

5.02 Normal Form of Pension Benefit. Subject to Section 9.08, the Normal Form of Pension shall be a benefit payable monthly for the Participant's lifetime, with a guaranteed minimum of

sixty (60) monthly payments. The amount of such pension shall be determined in accordance with the provisions of Article IV.

5.03 Optional Forms of Pension. Except in the case of a disability benefit, and subject to Section 9.08, a married Participant may elect a Joint and Two-Thirds Survivor Pension, Joint and 75% Survivor Pension or Joint and 100% Survivor Pension. These forms are similar to the Automatic Joint and Survivor Pension, but the benefit amount to the Participant is reduced to a greater extent than under the latter form, and the percentage of the reduced benefit amount continued to the Participant's spouse is two-thirds, 75% or 100%, respectively. The amount of the Participant's benefit is actuarially reduced from the amount that would otherwise be payable under Section 5.02.

5.04 Election of Benefit Forms. The Administrators shall furnish to each such Participant and, if married, to his/her spouse a written, nontechnical explanation of the Automatic Joint and Survivor Pension, the circumstances under which it will be provided, the financial effect of choosing the Normal Form of Pension and the availability of the additional information described below.

The period for making an election ("Election Period") shall be the one hundred eighty (180) day period ending on the date of benefit commencement which has been elected by the Participant. However, if the Participant has not received the description and explanation of the optional forms of benefits available under the Plan at least thirty (30) days before his/her elected benefit commencement date, the Election Period shall end sixty (60) days after the date the description and explanation of optional benefit forms are mailed to the Participant. For purposes of this Section 5.04, "date of benefit commencement" or "benefit commencement date" shall mean the

first day of the first period for which an amount is payable as an annuity, or, in the case of a benefit not payable as an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

The Plan may provide the written explanation after the benefit commencement date, provided, however, that in the event the explanation is provided after a Participant's benefit commencement date, the Election Period hereunder shall not end before the 30th day after the date on which the explanation is mailed to the Participant.

The Participant and his/her spouse (if applicable) may waive notice periods described above, provided that the Participant is informed of his/her right to have at least thirty (30) days in which to consider whether to consent to the distribution, the Participant and his/her spouse (if applicable) waive the notice period in writing, and the distribution commences more than seven (7) days after the date the explanation is given.

During the Election Period, the Participant or his/her spouse may request additional information, if not already provided by the Administrator. This additional information shall be a written, nontechnical explanation of the Automatic Joint and Survivor Pension and the Normal Form of Pension, both expressed in terms of dollars per pension payment. The Election Period shall be extended until the 180th day following the furnishing of this additional information, if the Election Period would otherwise end prior to that time.

During the Election Period, the Participant and his/her spouse may revoke their election and may thereafter make a new election. In the event a Participant and his/her spouse (if applicable) waive the thirty (30) day notice period in accordance with the provisions of this Section 5.04 above, the Participant may revoke his/her distribution election at any time up through the later of (a) the benefit commencement date or (b) the last day of the seven (7) day period which begins after the

explanation was mailed to the Participant. Each election and revocation shall be in writing on a form prescribed by the Board and shall become effective when filed with the Board. However, if benefits have commenced, no change in the effective date or pension form shall be recognized unless arrangements under reasonable rules established by the Board are made for payment of any amounts owing to the Trust Fund as a result of the previously elected benefit commencement date.

Once the Election Period has expired, a Participant may not change his/her form of pension. After benefits have commenced to a Participant pursuant to a Joint and Survivor Pension Form, the Participant may not designate a new spouse to be entitled to any benefits payable under said Joint and Survivor Pension Form.

If a Participant is married on the date his/her pension commences and is electing a form of pension other than a Joint and Survivor Pension described under Section 5.01 and 5.03, the election must be made jointly by the Participant and his/her spouse, and must be made only after the Board has provided the Participant and his/her spouse with a written explanation of the results of an election not to elect a Joint and Survivor Pension. Furthermore, a spouse's election not to receive a Joint and Survivor Pension must be witnessed by a Plan representative or notary public.

5.05 Limitations. In no event may a form of benefit apply or be elected unless benefits will be paid:

- (a) over the life of the Participant (or the lives of the Participant and the Participant's beneficiary), or

- (b) over a period not extending beyond the life expectancy of the Participant (or the joint life expectancy of the Participant and the Participant's beneficiary).

Also, notwithstanding any provision of the Plan to the contrary, the benefits under the Plan may not violate Section 401(a)(9) of the Code including the incidental death benefit requirements of Code Section 401(a)(9)(G), and the regulations thereunder, which regulations are incorporated by reference. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

5.06 Commencement of Benefits. Pension benefits payable to a Participant who has met the eligibility requirements for such benefits shall commence on the date of his/her retirement, which shall be the first of the month coincident with or next following the later of the following dates:

- (a) the date when the Participant has terminated employment (without regard to terminal vacation) of the type which would cause a suspension of benefits under Section 9.09, and
- (b) the date when a written application is filed during the applicant's lifetime in such manner as the Board may require, except as provided in Section 9.06.

5.07 Termination of Benefits. Except as provided under alternative forms of pension pursuant to Sections 5.01 and 5.03, pension benefits end with the payment for the month in which the Participant dies or, if later, with the 60th monthly payment.

5.08 Eligible Rollover Distributions. This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the

manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

- (a) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) period often years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

- (b) Eligible Retirement Plan: For distributions made before January 1, 2002, an eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

For distributions made on or after January 1, 2002, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and

an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. This expanded definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

For distributions made on or after January 1, 2008, an eligible retirement plan shall also mean a Roth IRA described in Section 408A of the Code for distributees whose modified adjusted gross income does not exceed \$100,000 and who do not file a separate return as a married individual (the income and joint filing requirements do not apply to distributions made after 2009).

Effective January 1, 2010, in the case of any eligible rollover distribution to a Participant's surviving non-spouse Beneficiary, who is a "designated beneficiary" under code Section 401(a)(9)(E), an "eligible retirement plan" shall include an "inherited" individual retirement account described in Section 408(a) of the Code, an "inherited" Roth IRA described in Section 408A of the Code or an "inherited" individual retirement annuity described in Section 408(b) of the Code.

- (c) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a

qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

- (d) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE VI
Vesting

6.01 (a) An Active Participant who has earned at least one Covered Hour for purposes of Section 1.35 on or after January 1, 1999, shall be fully vested in his/her Pension Benefit when he/she has earned 5 or more Credited Vesting Service Years.

(b) Prior to January 1, 1999, an Active Participant shall be fully vested in his/her Pension Benefit when his/her service meets one of the following conditions:

- (1) 10 or more Credited Vesting Service Years;
- (2) 5 or more Credited Vesting Service Years, provided that at least one of the years was earned:
 - (i) after July 1, 1989 and
 - (ii) while the Participant was not covered by a Collective Bargaining Agreement.

6.02 For Plan Years beginning prior to January 1, 1999, an Active Participant for whom Section 6.01(a) is not applicable, shall be partially vested in his/her pension benefit once he/she completes at least 5 Credited Vesting Service Years. The percentage of accrued pension benefits which is vested shall be determined according to the following table.

<u>Credit Vesting Service Years</u>	<u>Percentage of Retirement Benefits Payable at Normal Retirement Date</u>
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

6.03 An Active Participant who completes a Grace Period prior to his/her Normal Retirement Date shall become an Inactive Vested Participant at the completion of the Plan Year in which his/her service meets the conditions of Section 6.01.

6.04 An Active Participant who completes a Grace Period prior to his/her Normal Retirement Date shall become an Inactive Partially Vested Participant at the completion of the Plan Year in which he/she becomes partially vested according to the rules in Section 6.02.

6.05 An Inactive Participant or an Inactive Employee shall become an Inactive Vested Participant at the completion of the Plan Year in which he/she becomes fully vested according to the rules in Section 6.01.

6.06 An Inactive Participant or an Inactive Employee shall become an Inactive Partially Vested Participant provided he/she becomes partially vested according to the rules in Section 6.02.

6.07 Credited Vesting Service Years are not used in calculating Pension Benefits earned under this Plan.

6.08 A vested Participant shall have a vested right to his/her amount of Normal Pension determined under Section 4.02, payable at his/her Normal Retirement Date. A vested Participant may be eligible to retire early provided he/she satisfies the conditions of Section 3.02, in which case his/her amount of Early Pension Benefit will be determined under Section 4.03.

ARTICLE VII
Disability Benefit

7.01 Disability Retirement. If an Active Participant's Covered Employment is terminated prior to his/her Normal Retirement Date due to Total and Permanent Disability, as defined in Section 7.03(a), or due to a Partial Disability as defined in Section 7.03(b), he/she shall become a disabled Participant entitled to receive a monthly disability benefit payable in accordance with Section 7.04, provided, however, that said Active Participant:

- (a) has completed at least 5 Vesting Service Years;
- (b) has been disabled for at least six months;
- (c) has applied for Total and Permanent Disability retirement with Social Security;
- (d) has filed for a Request for Reconsideration at Social Security, if he/she was denied by Social Security; and
- (e) has obtained approval from the Board of Trustees, if his/her disability was not approved by Social Security.

7.02 (a) For any Participant who has earned at least one Covered Hour for purposes of Disability, then, for all purposes of the Plan except the determination of the amount of benefit, during his/her period of disability, he/she shall be credited with 750 hours of service for each completed year of such disability up until the time he/she completes 5 Vesting Service Years. At the time a disabled Participant completes 5 Vesting Service Years, he/she will become vested and be entitled to a Disability Retirement Benefit, payable in accordance with Section 7.04, provided he/she meets the requirements of Section 7.01.

(b) For any Participant who has not earned at least one Covered Hour for purposes of Section 1.35 on or after January 1, 1999, if the Participant has not accumulated at least 5 Vesting Service Years and leaves Covered Employment due to Total and Permanent Disability or Partial Disability, then, for all purposes of the Plan except the determination of the amount of benefit, during his/her period of disability, he/she shall be credited with 750 hours of service for each completed year of such disability up until the time he/she completes 5 Vesting Service Years. At the time a disabled Participant completes 5 Vesting Service Years, he/she will become 50% vested and be entitled to a Disability Retirement Benefit payable in accordance with Section 7.04 provided he/she meets the requirements of Section 7.01.

7.03 (a) A Participant shall be deemed to have a condition of “Total and Permanent Disability” only if the Trustees have determined, in their sole discretion, that the Participant has a physical or mental condition resulting from bodily injury, disease, or mental disorder, which renders him/her incapable of performing any employment for remuneration or profit at any time during the remainder of his/her life.

(b) A Participant who is not totally and permanently disabled, as discussed in (a) above, shall be deemed to have a condition of Partial Disability if the Trustees have determined, in their sole discretion, that (i) the Participant has a physical or mental condition resulting from bodily injury, disease or mental disorder which renders the Participant incapable of performing any Covered Employment at any time during the remainder of his/her life, and (ii) the Participant refrains from any employment in the Glass, Glazing & Architectural Metal Industry in the geographical area covered by this Plan or a Related Plan.

7.04 (a) The amount of monthly benefit for a Participant who is eligible to receive a Disability Retirement benefit shall be the Normal Pension Benefit accrued to the date of

Disability Retirement, in accordance with Section 4.02. Such benefit may be reduced if the Joint and Survivor Pension described in Sections 7.06 and 7.07 becomes effective.

(b) The disability benefit is a monthly pension, commencing on the first day of the month coincident with or next following the day the Participant has complied with the provisions of Section 7.01. Disability benefits will be paid retroactive to the date of application as long as the Participant has complied with the provisions of Section 7.01 and the date of application is within one year. Monthly payments shall terminate at the earliest of the following dates:

- (1) The date of the disabled Participant's death, unless
 - (i) The Automatic Joint and Survivor Pension Form described in Sections 7.06 and 7.07 is in effect, in which case payments may continue as provided in Section 7.07; or
 - (ii) the Participant's death occurs before 60 monthly disability payments have been paid, taking into account all periods of disability. In this case, the remaining payments for the 60-month period described above will be paid to the Participant's designated beneficiary according to Section 8.04.
- (2) The end of each twenty-four month period following commencement of Partial Disability payments, unless the Participant has reached his/her Normal Retirement Age, or the Participant submits proof, satisfactory to the Trustees in their sole discretion, of continuing disability.
- (3) The date the Disabled Participant attains his/her Normal Retirement Date, at which time he/she shall become a Pensioner, entitled to a Pension Benefit under Section 7.08.

- (4) The date as of which it is determined by the Trustees in their sole discretion that the Disabled Participant is no longer suffering from a Total and Permanent or Partial Disability.

7.05 If the Trustees, in their sole discretion, determine that a disabled Participant, prior to his/her Normal Retirement Date, is no longer suffering from a Total and Permanent or Partial Disability (including a determination that a disabled Participant has failed to refrain from any employment in the Glass, Glazing & Architectural Metal Industry in the geographical area covered by this Plan or a Related Plan), the Participant will no longer be deemed disabled and shall become an Active Participant. In the event of such a determination, a disabled Participant will no longer be entitled

7.06 A married Participant who has not elected otherwise shall receive his/her disability benefit in the Automatic Joint and Survivor Pension Form. If the disabled Participant and his/her spouse make an appropriate election in writing in accordance with Section 5.04 (except that for purposes of this Section, the “benefit commencement date” will be determined as set forth in Section 7.04(b).), then monthly disability benefits shall be payable in accordance with Section 7.04(a) and the Automatic Joint and Survivor Pension Form shall not become effective. Once the Election Period has expired, a Participant may not change his/her form of pension. Once benefits have commenced to a Participant pursuant to a Joint and Survivor Pension Form, the Participant may not designate a new spouse.

7.07 Under the Automatic Joint and Survivor Pension Form, the monthly disability payments shall be actuarially reduced, based on the ages of the disabled Participant and his/her spouse, to provide, if the disabled Participant dies on or after the date of commencement of disability

benefits but while still entitled to disability payments, for monthly payments of 50% of the reduced amount to the spouse for his/her lifetime. If the spouse dies prior to the commencement of disability benefits, the Automatic Joint and Survivor Pension Form shall not become effective and the monthly disability benefit payable to the disabled Participant shall be determined pursuant to Section 7.04(a).

7.08 Upon attainment of his/her Normal Retirement Date, a disabled Participant who is receiving disability benefits under this Article VII shall become a Pensioner and shall continue to receive benefits of the same amount and in the same form.

7.09 Notwithstanding anything herein to the contrary, no Participant shall be credited with any Covered Hours as provided under Section 7.02 above and no Participant shall be eligible for Disability Retirement under any circumstances under this Article VII or under any other provision of the Plan after April 30, 2000, provided, however, that any Participant who was eligible to receive a Disability Retirement under this Article VII prior to May 1, 2000 shall receive such benefit to which he/she became entitled under this Article VII prior to May 1, 2000.

ARTICLE VIII
Death Benefit and Designation of a Beneficiary

8.01 Pre-Retirement Death Benefit.

- (a) Upon the death of a Participant prior to May 1, 2000 who is fully or partially vested and who is survived by his/her designated spouse to whom he/she had been married for at least one year prior to his/her death or is survived by any dependent children under age 21, a monthly benefit shall be payable as follows:
- (1) to such spouse during the spouse's lifetime; or
 - (2) to dependent children while they survive and are under age 21; if either there is, at the Participant's death, no spouse eligible to receive this benefit, or if the spouse who is receiving such benefit dies while any of the Participant's dependent children are alive and under age 21.

Upon the death of a Participant after April 30, 2000, who is fully or partially vested and who is survived by his/her designated spouse to whom he/she had been married for at least one year prior to his/her death, a monthly benefit shall be payable only to such spouse during the spouse's lifetime.

- (b) The amount of this monthly benefit shall be 50% of the Normal Pension Benefit (or, in the case of a Participant whose active participation has ended, 50% of the vested Normal Pension Benefit) accrued by the Participant at his/her date of death.
- (1) If this monthly benefit is payable under Section 8.01(a)(1) to a Participant's spouse on account of a Participant who died prior to May 1,

2000 and such spouse is more than 3 years younger than the Participant and if, at the Participant's death:

- (i) there are no surviving dependent children under age 21, then the monthly pension payable to the spouse will be actuarially reduced; or
- (ii) there are surviving dependent children under age 21, then the monthly pension payable to the spouse will be actuarially reduced when there are no longer any such dependent children alive and under age 21.

If this monthly benefit is payable under Section 8.01(a)(1) to a Participant's spouse on account of a Participant who died after April 30, 2000 and such spouse is more than 3 years younger than the Participant, then the monthly pension payable to the spouse will be actuarially reduced.

- (2) If, for Participants dying prior to May 1, 2000, this monthly benefit is payable under Section 8.01(a)(2) to surviving dependent children under age 21, then the total benefit shall be divided equally between the surviving dependent children under age 21. This benefit shall cease when there are no longer any surviving dependent children under age 21.

For Participants dying after April 30, 2000, no death benefit is payable to dependent children under the Plan and this subsection (2) is not applicable with respect to Participants dying after said date.

- (c) If a benefit payable under Section 8.01(a) has a single sum actuarial value of less than 50 times the Participant's vested Normal Pension Benefit, then the benefit

under Section 8.01(a) will be increased so that its value is equal to 50 times the Participant's vested Normal Pension Benefit.

(d) Commencement of Pre-Retirement Death Benefit

(1) No benefit will be payable to a spouse under this Section 8.01 unless:

- (i) the spouse consents to such distribution (spouse's consent under this Section 8.01, once made, shall be irrevocable); or
- (ii) the single sum Actuarial Equivalent of such distribution is \$5,000 or less (\$3,500 if distribution occurred before January 1, 1998; \$1,750 if distribution occurred before January 1, 1987), in which case the value will be paid in a single sum; or
- (iii) the distribution is being made on or after the Participant's 60th birthday (or the date the Participant would have attained his/her 60th birthday had he/she survived).

(2) If the provisions of this Section 8.01(d) result in deferral of the effective date of the spouse's monthly benefit beyond the first of the month following the Participant's date of death (i.e., if the spouse fails to consent to a distribution, then the effective date of the benefit will be deferred until the date the Participant would have attained age 60), the spouse's pre-retirement death benefit will be increased so that it will have the same actuarial value as the death benefit commencing on the first day of the month following the Participant's date of death.

8.02 Single Sum Death Benefit.

(a) For any Participant who dies prior to May 1, 2000, if upon the death of a Participant whose active participation had not ended and for whom no death benefit is payable to a surviving spouse or dependent children under Section

8.01(a), a single sum death benefit will be payable to the Participant's beneficiary designated pursuant to Section 8.04.

- (b) The amount of the single sum benefit shall be equal to the product of:
 - (1) 50, and
 - (2) the Participant's vested Normal Retirement Benefit accrued to the date of his/her death.
- (c) For any Participant who dies after April 30, 2000, no death benefit shall be paid or payable on behalf of any Participant under this Section 8.02.

8.03 Post-Retirement Death Benefit. When a retiree dies prior to May 1, 2000, a single sum death benefit in the amount of \$2,000 shall be payable to the beneficiary named on the Participant's pension retirement application, provided:

- (a) a death benefit is not provided to the retiree under the Southern California Glaziers & Glassworkers Health & Welfare Trust; and
- (b) the Participant has earned at least 5 Vesting Service Years under this Plan. In determining Vesting Service Years, for eligibility for this benefit, Related Credits will not be counted.

If the conditions specified in this Section 8.03(a) and (b) apply, then the benefit provided under this Section 8.03 shall be payable to the beneficiary designated pursuant to this Section 8.03, or if none exists, to the successive preference beneficiaries determined according to Section 8.05.

Notwithstanding any provision to the contrary in this Section 8.03 or any other Section of the Plan, for any Participant who dies after April 30, 2000, no death benefit shall be paid or payable on behalf of any Participant under this Section 8.03.

8.04 Designation of Beneficiary. Each Participant, upon request by the Board, shall specify the name and Social Security number of his/her spouse, if any, and shall designate a beneficiary to whom benefits, if any (other than the benefits described in Sections 5.01, 5.03, 8.01, 8.02 and 8.03), shall be paid in the event of his/her death. Any beneficiary so designated may be changed by the Participant by filing with the Board a written notice of change of beneficiary in such form as is satisfactory to the Board. A Participant may designate a new spouse at any time before retirement by filing with the Board a written notice in a form satisfactory to the Board. However, if the Participant and spouse have elected the five year certain and life pension under Section 5.02, the spouse must agree to the designation of and any subsequent change in the beneficiary who is to receive the 60 guaranteed monthly payments, or the balance thereof, in case of the Participant's death.

8.05 Failure to Designate Beneficiary. If no beneficiary has been designated by a Participant, or if the designated beneficiary predeceases the Participant, payment shall be made to the surviving persons in the first of the following classes of successive preference beneficiaries in which a member survives the Participant:

- (a) the Participant's spouse;
- (b) the Participant's children, including legally adopted children;
- (c) the Participant's parents; or

(d) the Participant's brothers and sisters.

In determining such person or persons, the Board may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon such affidavit shall be in full acquittance of any benefit payable under the Plan unless, before the payment is made, the Board has received written notice of a valid claim by some other person. If two or more persons become entitled to benefits as preference beneficiaries, they shall share equally. If no preference beneficiaries survive the Participant, then no death benefit shall be payable, except to provide for necessary funeral expenses.

ARTICLE IX
Administration of the Plan

9.01 This Plan and the Trust Fund shall be administered by the Board of Trustees appointed under the Trust Agreement. The Board shall have all powers specifically given to it by the Trust Agreement and all other powers reasonably necessary in the administration of the Plan, including the authority to enter into preservation of credits and reciprocity agreements with other pension plans. The Board shall have full discretion and authority to interpret the terms of this Plan and to administer this Plan including, without limitation, discretionary authority to determine all eligibility for benefits under the Plan. The Board has discretionary authority to grant or deny benefits under this Plan. The determinations of the Board shall be conclusive and binding as to all persons and for all purposes.

9.02 All claims for benefits shall be filed on forms provided by the Plan, which will be available from its principal office and such other places as may from time to time be designated by the Board. A claim shall be considered to have been filed as soon as it is received by the Trust Fund at its principal office or such other location as may be indicated on the claim form, provided it is substantially complete, with all necessary documentation required by the form. If the form is not substantially complete, or if required documentation has not been furnished, the claimant will be notified as soon as reasonably possible of what is necessary to complete the claim.

9.03 If a claim is wholly or partially denied, the claimant shall receive a written notice of denial. The notice of denial shall contain the following, written in a manner calculated to be understood by the claimant: the specific reason or reasons for the denial; specific reference to pertinent Plan provisions on which the denial is based; a description of any additional material or

information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and appropriate information as to the steps to be taken if the claimant wishes to submit the claim for review.

The notice of denial shall be given within 90 days after the claim is filed, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice shall be furnished to the claimant within 90 days of the time the claim was filed, stating the special circumstances requiring an extension of time and the date by which a decision on the claim can be expected, which shall not be more than 180 days from the date the claim was filed. If such notice of denial is not given within the time required, the claimant may proceed to the review stage described below as though the claim had been denied.

9.04 The claimant, or the claimant's duly authorized representative, may request a review of the claim denial by filing a written application for such review within 60 days after receipt of the written notification of the denial. The Board may consider a late application if it concludes in its sole discretion that the delay in filing was for reasonable cause. When any such application is received, the claim and its denial shall receive a full and fair review by the Board or any subcommittee to which it delegates this function.

As part of the review procedure, the claimant, or the claimant's duly authorized representative, may review pertinent documents and submit issues and comments in writing, but shall no right to appear personally before the reviewing group unless that group concludes that such an appearance would be of value in enabling it to perform its obligation hereunder.

9.05 The notice of decision on the appeal of a claim denial shall be furnished to the claimant in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on

which the decision is based. After a decision is reached, it shall be furnished to the claimant as soon as possible within the time period described below, and, if not so furnished, the claimant may consider it to have been denied.

If the decision on review is to be made by the Board or the subcommittee which is holding its regularly scheduled meetings at least quarterly, the decision shall be made no later than the date of the first such meeting which occurs at least 30 days following receipt of the request for review; but if special circumstances require an extension of time for processing, the decision shall be rendered not later than the third meeting following receipt of the request. In all other cases, the decision shall be made promptly and ordinarily not later than 60 days after receipt of the request for review, unless special circumstances require an extension of time for processing, in which case the decision shall be rendered as soon as possible but no later than 120 days after receipt of the request for review. Whenever special circumstances require an extension of time for processing, written notice of the extension shall be furnished to the claimant before the extension period begins.

9.06 No benefit claims under the Plan shall be payable to any person unless application therefore is made. In no case shall any person who application for benefits is delayed, even if through no fault of his/her own, be entitled to monthly benefit payments which become payable before the earlier of (a) the date one year before the date of receipt of application, or (b) the date of retirement eligibility under Section 3.01. The Board may, in its discretion, however, in any case where the circumstances appear to warrant such action, liberalize the foregoing conditions, provided that all persons under similar circumstances are uniformly treated.

9.07 Each Participant or any other claimant shall furnish to the Board any information or proof requested by it and reasonably required to administer the Plan. Failure on the part of any

Participant or claimant to comply with such request completely and in good faith shall be sufficient grounds for denying, suspending or discontinuing benefits to such person. If a Participant or other claimant makes a false statement material to his/her claim, the Board shall recoup, offset or recover the amount of any payments made in reliance on such false statement in excess of the amount to which such Participant or other claimant was rightfully entitled under the provisions of this Plan.

9.08 Cash Out of Small Benefits

- (a) For distributions occurring prior to March 28, 2005, if, at the time a monthly benefit becomes payable to a Participant or a surviving spouse, other than payment of the balance of the guaranteed 60 monthly payments, the Actuarial Equivalent value of such monthly benefit is \$5,000 or less (\$3,500 or less prior to January 1, 1998), the Board shall pay to the payee in a lump sum the amount of such actuarial value, in lieu of the monthly benefit otherwise payable.
- (b) For distributions occurring on or after March 28, 2005, if, at the time a monthly benefit becomes payable to a Participant or a surviving spouse, other than payment of the balance of the guaranteed 60 monthly payments, the Actuarial Equivalent value of such monthly benefit is \$1,000 or less, the Board shall pay to the payee in a lump sum the amount of such actuarial value, in lieu of the monthly benefit otherwise payable.

9.09 Suspension of Benefits Upon Reemployment.

- (a) **Suspendible Employment.** Suspendible employment means work in the Glass, Glazing and Architectural Metal Industry, in the same geographic area that was covered by the Plan when the Pensioner's benefits commenced, in the same trade or craft in which the Pensioner worked at any time in Covered Employment.
- (b) **Suspension of Benefits on or after the Normal Retirement Date.** To be considered retired on or after the Normal Retirement Date, a Pensioner (regardless of whether a Normal Pensioner or Disability Pensioner age 60 and over) must refrain from (1) working more than 50 hours in suspendible employment with an Employer who is required to contribute to the Plan, and (2) working more than 40 hours in suspendible employment with an employer who is not currently required to contribute to the Plan. For purposes of the foregoing, a Pensioner who either (i) completes 50 or more Covered Hours or (ii) receives a payment for hours of service performed on each of eight or more days (or separate work shifts) during any calendar month, before a Participant's Mandatory Commencement Date, shall be deemed to be in violation of the aforesaid requirement. If the Pensioner is in violation of these requirements, the benefit otherwise payable shall be suspended for such month. For this purpose, "hour of service" means each hour of suspendible employment for which the Pensioner is paid or entitled to payment for the performance of duties for the employer.

A reemployed Pensioner may perform both work as described previously under (1) and work for which it is not customary to contribute to the Plan while working for the same contributing employer, but his/her benefits may be suspended if he/she works more than 40 hours in a month.

(c) Suspension of Benefits prior to the Normal Retirement Date.

(1) To be considered retired prior to his/her Normal Retirement Date, a Pensioner, regardless of whether an Early Pensioner or Disability Pensioner age 59 or younger, must refrain from any of the following activities:

- (i) Performing, for an employer who is not obligated to contribute to the Plan, any work for which it is customary for an Employer to contribute to the Plan, in the geographical area of the Plan or in areas covered by a reciprocal agreement; or
- (ii) Working more than 50 hours of Covered Employment for a participating Employer in this Trust Fund.
- (iii) A Pensioner may perform an unlimited number of hours of work for which it is not customary for an Employer to contribute for an Employer who is obligated to contribute to this Plan without his/her benefits being suspended. If, however, he/she also works in a position for which it is customary for the Employer to make contributions to the Trust Fund, he/she will be subject to the 50-hour threshold.

(d) If a Pensioner's benefits are suspended for any month on or after Normal Retirement Date in which he/she is not engaged in 40 or more hours of suspendible employment and the Pensioner's benefits were reduced pursuant to Section 4.03, then benefits

(e) Notwithstanding the foregoing, no payment shall be withheld unless the Pensioner has been notified by personal delivery or first class mail during the calendar month or payroll period for which payment is to be withheld that his/her benefits are suspended. Such notification shall contain a description of the specific reasons why benefit payments are being suspended, a general description of the Plan

provisions relating to such suspension, a copy of such provisions and a statement to the effect that the applicable Department of Labor regulations may be found in Section 2530.203-3 of the Code of Federal Regulations. In addition, such notice shall inform the Pensioner of the procedure for a review of suspension of benefits.

- (f) (1) If Pension payments are suspended under (b) or (c) above, they shall recommence no later than the earlier of:
 - (i) the first day of the third calendar month following the last month for which benefits are suspended under (b) or (c) above,
 - (ii) the first day of the third calendar month following the date the Pensioner makes application for recommencement of benefits, or
 - (iii) the Participant's Mandatory Commencement Date.
- (2) Notwithstanding (1) above, payments will be made retroactive to the first day of the month following the last month for which benefits are suspended under (b) or (c) above.
- (g) A Pensioner shall report to the Board any employment in the Industry. The Board may require a Pensioner to appear personally before the Board so it may determine whether reemployment satisfies Plan requirements. If a Pensioner's failure to report such employment for any month is discovered by the Board, the Board may presume he/she has been working over the number of permitted hours per month. In addition, if the Pensioner has failed to report such employment at a construction site, the Board may presume that the Pensioner has been engaged in such employment with the same employer at the construction site for as long as the employer has performed work at the construction site. These presumptions

will not apply if they are unreasonable under the circumstances, and such presumptions are rebuttable by the Pensioner.

(h) If payments are erroneously continued during a period of employment for which benefits may be suspended under (b) or (c) above due to the failure of the Pensioner to notify the Board of his/her re-employment, the Board shall have the right to recover any such payments erroneously made. However, with respect to any payments due the Pensioner on or after his/her Normal Retirement Date, such recovery shall be subject to the following limits:

(1) In the case of an initial pension payment due following a suspension of benefits under Section 9.09(b), 100% of such initial payment may be withheld.

(2) In the case of any pension payment other than a payment described in (1) above, only 25% of such monthly pension benefit may be withheld.

(i) Notwithstanding the foregoing, the Trustees may, from time to time, exercise their discretion to adjust the maximum hours which may be worked under (b) and (c) above before benefits will be suspended pursuant to this Section 9.09.

9.10 If a Pensioner is re-employed in Covered Employment, he/she may accrue additional benefits, subject to the following limitations:

(a) No benefits will be accrued with respect to Covered Employment rendered during a Plan Year unless the Pensioner earns 750 or more Hours during the Plan Year, or has earned 750 Hours since the later of his/her original retirement date or his/her most recent benefit recalculation, if any, under this Section 9.10.

- (b) (1) Any additional pension benefits due to a Pensioner who has had his/her benefits suspended on account of such re-employment before his/her Mandatory Commencement Date will commence on the first date on which the suspended portion of the Pensioner's benefit is payable under Section 9.06. The Participant shall be notified annually of the suspension of payment of the additional credit under this Section 9.10(b). Any additional benefits earned subsequently shall commence as of the beginning of the following Plan Year. However, if the Pensioner dies before such date, additional pension benefits due to the Pensioner's spouse will commence with the first payment date following the Pensioner's death.
- (2) Any additional pension benefits due a Pensioner who has not had his/her benefits suspended (i.e., works no more than 40 hours of suspendible employment during any calendar month) on account of such re-employment before his/her Mandatory Commencement Date will commence by April 1 following the end of the Plan Year in which the Pensioner has accumulated 750 hours since his/her most recent benefit calculation.
- (3) Any additional pension benefits earned for employment after his/her Mandatory Commencement Date will commence annually by April 1.
- (c) Any additional pension benefits will be payable as follows: If a Pensioner's most recent previous commencement or recommencement date occurred before his/her Normal Retirement Date, he/she will have the right to elect a new form of

pension, but such election will only apply to benefits accrued since the most recent previous recommencement date. An election as to the form of payment of additional pension benefits shall be given at each recommencement date. Such elections with respect to additional benefits will be made in accordance with Section 5.04. However, the choices shall be limited to the Normal Form of Pension, Joint and 50% Survivor Pension, Joint and Two-Thirds Survivor Pension and Joint and 75% Survivor Pension and Joint and 100% Survivor Pension. If the Pensioner's most recent previous commencement or recommencement date occurred on or after his/her Normal Retirement Date, any additional Pension will be payable in the following pension form:

- (1) If the Pensioner originally elected to receive the Normal Form of Pension, then his/her additional pension will be payable in the form of a life pension with monthly payments to the Pensioner for as long as he/she lives.
- (2) If the Pensioner originally elected to receive the Automatic Joint & Survivor Pension Form, the Joint and Two-Thirds Survivor Pension, Joint and 75% Survivor Pension or the Joint and 100% Survivor Pension, he/she will receive his/her additional pension in the same form as originally selected, provided the marriage in effect on the commencement date of the Pensioner's original pension is still in effect. The Actuarial Equivalent value for such additional pension will be based on the ages of the Participant and his/her spouse on the commencement date of the additional pension.

- (3) If the Pensioner had originally elected to receive the Normal Form of Pension or any Joint and Survivor Pension Form, but the marriage in effect on the commencement date of such original pension has since terminated, then the additional pension will be in the Normal Pension Form. However, if the Pensioner is remarried as of the recommencement date, the Pensioner and the spouse shall elect a form of pension with respect to the additional pension as provided in Article V.

9.11 Benefits are payable only to Participants, their beneficiaries or their lawful surviving spouse, or to the legal representative of any such persons. All benefit payments shall be made directly to such persons and shall not be subject to claims of creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered, except insofar as permitted under the Employee Retirement Income Security Act of 1974 (“ERISA”) or as may be required pursuant to a qualified domestic relations order (“QDRO”) described in Section 414(p) of the Internal Revenue Code. Participants and beneficiaries may obtain, without charge, a copy of the Plan’s procedures governing QDRO’ s by request to the Plan’s Administrator, or may obtain a copy of a sample QDRO acceptable to the Plan. However, if any person entitled to a benefit payment is unable to give valid receipt for it and the payment has not been claimed by a legally appointed representative, then that payment may, at the discretion of the Board, be paid to any individual or institution providing for that person’s care and maintenance.

9.12 If benefits are paid to anyone who is not entitled to such benefits, the amount of the improper payment shall be an overpayment and, as such, subject to repayment in accordance with guidelines set forth by the Board.

ARTICLE X
Trust Agreement

10.01 As part of this Plan, the Employers and the Unions have entered into a Trust Agreement under which the contributions of the Employers to the Trust Fund on behalf of the Employees shall be received and the said Fund held, invested, distributed and administered in accordance with the provisions of the Plan and of the Trust Agreement.

10.02 In the event of any conflict between the provisions of this Plan and the Trust Agreement as defined in Section 1.34, the provisions of the Trust Agreement shall be controlling.

10.03 No person shall have any right, interest or title to any benefit under the Trust Agreement, the Plan, or the Trust Fund, except as such right, interest or title shall have been specifically granted pursuant to the provisions of the Plan.

10.04 Except as otherwise provided by applicable federal law, neither the Employers, the Unions, nor the Board shall be liable in any manner if the Trust Fund should be insufficient to provide for the payment of the benefits under the Plan. Such benefits shall be payable only from the Trust Fund and the Pension Benefit Guaranty Corporation to the extent that coverage thereunder may apply.

ARTICLE XI
Amendment or Termination of the Plan

11.01 Amendment. This Plan may be amended by the Board in the manner provided in the Trust Agreement. Amendments may apply to all groups covered or to certain groups only. Amendments may be made retroactively only to the extent permissible under ERISA, the IRC and other applicable laws. Except as may otherwise be required to obtain or retain tax-exempt status of the Trust Fund, no amendment may divest any Participant of any accrued rights or protected benefit pursuant to Code Section 411(d)(6) and regulations promulgated thereunder which have vested prior to the later of the date of execution of the amendment or its effective date; and any amendment changing vesting requirements in a manner which could adversely affect any Participants shall permit those Participants with at least 3 Credited Vesting Service Years to elect to have their vested rights determined under the Plan provisions in effect prior to the amendment.

11.02 Termination. It is anticipated that this Plan will be maintained indefinitely, but the right to terminate is reserved. The right to terminate shall be exercised as provided in the Trust Agreement and may be exercised either as to all groups covered or certain groups only.

Upon termination, or partial termination, no further contributions will accrue on behalf of the affected Participants, but all such Participants' accrued benefits will be fully vested to the extent funded by the date of termination. Each such Participant and any beneficiary currently entitled to benefits shall receive, in lieu of any other benefits hereunder, a nonforfeitable right to that proportion of total assets available on termination equal to a proportionate share of the total actuarial reserves for all Participants, as determined by the Board of Trustees on the basis of the recommendation of a qualified enrolled actuary.

If there are insufficient assets to fund fully the accrued benefits of each such Participant and beneficiary, then the assets available to provide benefits shall be allocated among them in accordance with the requirements of the law establishing the Pension Benefit Guaranty Corporation, as currently set forth in Title IV of ERISA, which provision of that law - as amended from time to time - is incorporated herein by reference and made part hereof. Unless the Board agrees on a different method of distribution consistent with ERISA, the sum so allocated shall be used to purchase annuities providing benefits in the Normal Pension Form provided hereunder, or such other form as is already in effect for persons already receiving benefits.

In lieu of terminating the participation of any individual group which ceases to participate hereunder, or in addition to such termination, the Board may reduce or cancel the rate of benefits applicable to or payable on account of Past Service Credits attributable to employment within that group, as determined by the Board based on the recommendations of a qualified actuary. Nothing herein shall be construed as requiring the Board to terminate any individual group or reduce or cancel its Past Service Credits if the Board concludes that such action would also be unnecessary from the standpoint of maintaining the actuarial soundness of the Plan.

ARTICLE XII **Reciprocal Benefits**

12.01 Reciprocal Benefits are provided under this Plan for a Participant who would otherwise be ineligible for a benefit because his/her years of employment have been divided between Covered Employment creditable under this Plan and employment creditable under a Related Plan, or who, though otherwise eligible, could receive a larger pension by utilization of a Related Credit.

12.02 Related Plans. By resolution duly adopted, the Board of Trustees may recognize another pension plan as a Related Plan.

12.03 Related Hours. The term “Related Hours” means hours of employment which are creditable under a Related Plan.

12.04 Related Credit. The term “Related Credit” means years of vesting service or past service creditable to a Participant under a Related Plan, recognizable by this Plan pursuant to the terms of a reciprocity agreement.

12.05 Combined Pension Credit. The term “Combined Pension Credit” means the total of a Participant’s Related Credit plus Total Credited Service accumulated under the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Plan (hereinafter referred to as “Southern California, Arizona, Colorado & Southern Nevada Pension Credits”).

12.06 It is specifically recognized that a Participant may have Past Service employment that would have been creditable under this Plan except for his/her failure to be entitled to Past Service Credit as set forth in Section 1.24 and Article IV of the Plan. However, such past employment may be creditable:

- (a) if the Participant had Related Hours which, in combination with his/her hours of Covered Employment under this Plan, would have satisfied this rule; and
- (b) if his/her Past Service employment that would have been covered by the Plan, except for his/her failure to be entitled to Past Service Credit as set forth in

Section 1.24 and Article IV, were continuous (as defined by either this Plan or the Related Plan) with creditable employment in the area of the Related Plan.

12.07 Non-Duplication. A Participant shall not receive double credit for the same period of employment. No more than one year of Combined Pension Credit shall be given for all employment in any given calendar year.

12.08 A Participant who, because of his/her Combined Pension Credits, is eligible to retire in accordance with Article III of the Plan shall be eligible for Reciprocal Benefits if he/she meets the following requirements:

- (a) he/she would be eligible for a benefit under this Plan were the Combined Pension Credits treated as Southern California, Arizona, Colorado & Southern Nevada Pension Credits; and
- (b) he/she earned at least one Future Service Credit.

12.09 Related Hours shall be considered in determining whether a Participant has failed to accumulate sufficient Vesting Service Years to avoid a forfeiture of Vesting Service Years and consequent loss of Pension Credits which had been credited to said Participant pursuant to the conditions of Article IV of the Plan.

12.10 The amount of the Reciprocal Benefit payable by the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Plan for a Participant retiring for age shall be determined based on Credited Past Service and Credited Future Service earned and Employer Contributions made on his/her behalf under the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass

Workers Pension Plan, as modified by Section 12.06, excluding any years of Credited Service forfeited pursuant to Section 1.04, in accordance with the benefit rates set forth in Article IV.

12.11 If the actuarial equivalent of the monthly Reciprocal Benefit is \$5,000 or less (\$3,500 or less prior to January 1, 1998), then, subject to the conditions of Section 9.08, the Actuarial Equivalent of the Reciprocal Benefit shall be paid to the Pensioner in a single sum.

12.12 The amount of Reciprocal Benefit payable by the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Plan to a Participant who has a condition of Total and Permanent Disability, as defined in Section 7.03(a), shall be the amount determined under Section 7.04 based on the Participant's years of Credited Service and Employer Contributions under this Plan.

12.13 The amount of Reciprocal Benefit payable by the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Plan to the spouse or beneficiary of a Participant as defined in Article VIII of the Plan shall be as determined under Section 8.01, as applicable, based on Employer Contributions paid to the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Plan, and Southern California, Arizona, Colorado & Southern Nevada Pension Credits.

12.14 Payment of a Reciprocal Benefit shall be subject to all of the conditions applicable to other types of benefits under this Plan.

12.15 The Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Trust shall incur no liability because of the failure of a Related

Plan to provide data or to make payment of benefits related to credits earned in the area of the Related Plan. The obligation to determine and report credits earned in the area of the Related Plan shall rest on the Related Plan of the Participant and not upon the Southern California, Arizona, Colorado & Southern Nevada Glaziers, Architectural Metal & Glass Workers Pension Plan.

The Plan is hereby restated and amended effective January 1, 2009 in its entirety and it shall replace the existing Plan, including any and all amendments thereto.

EXECUTED this _____ day of _____, 2009.

EMPLOYER TRUSTEE:

UNION TRUSTEE:
