

AMENDMENT NO. 2 TO THE  
WESTERN GLAZIERS RETIREMENT PLAN  
(2015 RESTATEMENT)

The Board of Trustees for the Western Glaziers Retirement Fund, pursuant to Section 4.06-10 of the Restated Trust Agreement and Section 12.01 of the Western Glaziers Retirement Plan 2015 Restatement (the Plan) amend the Plan as set forth below. The amendments to the Plan are effective January 1, 2015, unless otherwise indicated.

The amendments to the Plan are made in order to address issues raised by the Internal Revenue Service in conjunction with the Plan's request for a new determination letter.

1. Effective May 1, 2015, Schedule A on page 18 of the Plan is eliminated and replaced with a new Schedule A which is attached at the end of Amendment No. 2.
2. Effective April 1, 2014, Section 4.01-3(d) of the Plan is clarified to more clearly reflect the intent of the Trustees to read as follows:

(d) April 1, 2014 Applicable Benefit Rate Increase. Effective for Early, Normal, Deferred or Disability Retirements (or related pre-retirement death benefits) first occurring on and after April 1, 2014 and notwithstanding anything in 4.01-3 to the contrary, for any Participant with at least one (1) Contributory Hour of Service on or after August 1, 2013 ("Affected Participant"), the applicable benefit rate that applies in 4.01-3(a) to the Fifth Group for periods of Covered Employment from April 1, 2009 to April 30, 2015 shall be 1.2% (one point two percent) instead of 1.0% (one percent). For the avoidance of doubt, the increase in monthly pension payments based on the benefit rate increase is prospective and is effective April 1, 2014.

3. Effective May 1, 2015, Section 4.01-3(e) of the Plan is clarified to more clearly reflect the intent of the Trustees to read as follows:

(e) May 1, 2015 Applicable Benefit Rate Increase. Effective for Early, Normal or Deferred Retirements and Disability benefits (or related pre-retirement death benefits) first occurring on and after May 1, 2015, and not withstanding anything in 4.01-3 to the contrary, for any Participant with at least one (1) Contributory Hour of Service on or after May 1, 2015, the applicable benefit rate that applies in 4.01-3(a) to the Fifth Group for periods of covered service from April 1, 2009 and after, shall be 1.4% (one point four percent) instead of 1.0% (one percent) or 1.2% (one point two percent). For the avoidance of doubt, the increase in monthly pension payments based on the benefit rate increase is prospective and is effective May 1, 2015.

4. In order to clarify the Plan and conform the Plan to a long established administrative practice, Section 8.01-1(b)(1) of the Plan is amended to read as follows:

(1) The actuarial equivalent value of the monthly Normal Retirement pension, determined at the Postponed Retirement Date and based on the accrued benefit as of Normal Retirement Age and each anniversary date thereafter between Normal Retirement Age and the Postponed Retirement Date, calculated to include periods of service that are not forfeited for work under 8.08 but exclude any additional benefit accrual for Covered Employment during such delay period. The calculation shall be in accordance with proposed Department of Treasury Regulation 1.411(b)-2(b)(4)(iii) and (iv) published in the Federal Register on April 11, 1988 (53 F.R. 11876). For purposes of this 8.01-1(b)(1), actuarial equivalent value shall be determined using an interest rate assumption of five percent (5%) per annum and shall be based on a mortality assumption using the 1994 Group Annuity Reserving Table (1994 GAR) (with blended factors assuming 50 percent male and 50 percent female lives) as published in IRS Rev. Rul. 2001-62; or

5. In order to clarify the Plan and conform the Plan to a long established administrative practice, Section 8.01-3(b) of the Plan is amended to read as follows:

(b) Amount. The RMD for 8.01-3 shall be the monthly amount of the Single Life Annuity based on all vested accrued benefits determined as of the Participant's Normal Retirement Age and adjusted in accordance with 8.01-1(b) to December 31 of the calendar year immediately preceding the MBSD. Starting with the MBSD, such payments shall be increased yearly, starting each subsequent January, by the amount of benefit attributable to any additional vested benefit accrual credited during the immediately preceding calendar year. When such work and additional benefit accrual end, continuing benefit payments will be made under the applicable provisions governing benefits at the start or resumption of retirement benefits.

6. In order to conform the Plan to a long established administrative practice, Section 9.01-1 of the Plan is amended effective January 1, 2008, to read as follows:

9.01-1 General Limitation. Effective for Limitation Years beginning on and after July 1, 2007, notwithstanding any other provision of the Plan, the annual retirement benefit to which a Participant shall be entitled hereunder shall not exceed the maximum amount permitted under Code § 415, the provisions of which are incorporated by reference. The following subsections prescribe how Code § 415 is to be applied when a provision of Code § 415 can be applied in more than one manner or to clarify the application of Code § 415 to this Plan. In accordance with Treas. Reg. 1.415(a)-1(d)(3), if no language is set forth in this Plan document, and a default rule exists, then the default rule applies.

7. In order to conform the Plan to a long established administrative practice, Section 9.01-1(c)(5) of the Plan is amended effective January 1, 2008, to read as follows:

(5) For benefits accrued or payable as of December 31, 2007, Code § 415 will be applied with respect to a Participant on an Employer-by-Employer basis. Effective January 1, 2008, for purposes of applying the limitations of Code § 415 with respect to a Participant, benefits and contributions attributable to such Participant from all Employers maintaining the Plan will be taken into account. Notwithstanding the foregoing, a Participant shall not be entitled to accrual of additional benefits on or after January 1, 2008, unless such additional benefits plus the benefits accrued before January 1, 2008 satisfy the requirements of Code § 415 in effect on January 1, 2008.

8. Section 9.02 of the Plan is amended to read as follows:

9.02 IRS Nondiscrimination Rules. No coverage shall be permitted which contravenes Code requirements prohibiting benefits that discriminate in favor of "Highly Compensated Employees" or "Key Employees" under a "Top Heavy" plan within the meaning of Code §§ 401(a)(4), 410(b), 414(q), 416 and other applicable provisions. The Trustees shall take such action as shall be necessary or appropriate to assure compliance with such Code requirements. In the event of non-compliance, the Trustees shall take such action as may be required by the Internal Revenue Service's Employee Plans Compliance Resolution System.

9. Section 12.01 of the Plan is amended to read as follows:

12.01 Amendment by Trustees. The Trustees may at any time or times modify, alter or amend the Plan in any respect, retroactively or otherwise. However, no modification, alteration or amendment shall adversely affect any retired Employee, vested Employee or Spouse receiving benefits. To the extent that an amendment to the Plan is necessary to correct non-compliance with a Code provision, corrective measures will be taken in accordance with the Internal Revenue Service's Employee Plans Compliance Resolution System.

10. Appendix D is added to the Plan to read as follows:

WESTERN GLAZIER RETIREMENT PLAN  
(2015 Restatement)  
PENSION CONTRIBUTION RATES EFFECTIVE 2015  
PLAN APPENDIX D

The hourly pension contribution rates that Employers are required to contribute to the Trust Fund for the benefit of their Employees who perform work in Covered Employment under the terms of a Collective Bargaining Agreement or a Pension Agreement is as follows:

D1. January 1, 2015 through June 30, 2015 except for Pella Vinyl Employees.

- (a) \$8.66 per hour for journeypersons and apprentices performing general glazing work under the Collective Bargaining Agreement between the Mt. Hood Glass Management Association, Inc. and Glaziers, Architectural Metal & Glass Workers Local No. 740 (the "Master Labor Agreement").
- (b) \$2.50 per hour for journeypersons and apprentices performing work as auto-glass installers under the Master Labor Agreement.
- (c) \$2.50 per hour for journeypersons and apprentices performing work as residential/service glaziers under the Master Labor Agreement.
- (d) \$1.77 per hour for employees performing work as mirror/production assemblers under the Master Labor Agreement.
- (e) \$0.15 per hour for in-plant workers, except lead A workers, performing work under the Master Labor Agreement.
- (f) \$1.00 per hour for in-plant lead A workers performing work under the Master Labor Agreement.
- (g) \$8.66 per hour for employees covered by a Pension Agreement between the Trust Fund and Glaziers, Architectural Metal & Glass Workers Local No. 740; the Trust Fund and Painters District Council No. 5; and the Trust Fund and Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship and Training Trust Fund.

**D2. July 1, 2015 through June 30, 2016 except for Pella Vinyl Employees.**

- (a) \$8.84 per hour for journeypersons and apprentices performing general glazing work under the Master Labor Agreement.
- (b) \$2.50 per hour for journeypersons and apprentices performing work as auto-glass installers under the Master Labor Agreement.
- (c) \$2.50 per hour for journeypersons and apprentices performing work as residential/service glaziers under the Master Labor Agreement.
- (d) \$1.77 per hour for employees performing work as mirror/production assemblers under the Master Labor Agreement.
- (e) \$0.15 per hour for in-plant workers, except lead A workers, performing work under the Master Labor Agreement.
- (f) \$1.00 per hour for in-plant lead A workers performing work under the Master Labor Agreement.
- (g) \$8.84 per hour for employees covered by a Pension Agreement between the Trust Fund and Glaziers, Architectural Metal & Glass Workers Local No. 740; the Trust Fund and Painters District Council No. 5; and the Trust Fund and Glaziers, Architectural Metal & Glass Workers Joint Apprenticeship and Training Trust Fund.

**D3. Employees of Pella Vinyl who are Covered by a Collective Bargaining Agreement with Glaziers, Architectural Metal & Glass Workers Local No. 740.**

- (a) \$1.35 per hour from January 1, 2015 through September 30, 2015.
- (b) \$1.45 per hour from October 1, 2015 through September 30, 2016.
- (c) \$1.50 per hour from October 1, 2016 through September 30, 2017.

SCHEDULE A

Date of First Retirement Benefit Payment	Past Service (per month)	Contributory Service Benefit (per month)				
	Work in Industry from 8/1/52 to 7/31/62	Covered Employment from 8/1/62 to 7/31/70	Covered Employment from 8/1/70 to 7/31/80	Covered Employment from 8/1/80 to 7/31/88	Covered Employment from 8/1/88 to 7/31/00	Covered Employment from 8/1/00 to 7/31/03
<u>FIRST GROUP</u> 8/1/62 to 7/31/80 (active and inactive)	\$4.235 <sup>1</sup> @ year	\$.00308 @ hour	\$.00308 @hour	\$.00308 @ hour if 4.01-3(b) applies	\$.00308 @ hour if 4.01-3(b) applies	\$.00308 @ hour if 4.01-3(b) applies
<u>SECOND GROUP</u> 8/1/80 to 3/31/85 (active and inactive)	\$3.85 @ year	\$.0028 @ hour	2.5% (.025) x contributions	2.5% (.025) x contributions	N/A	N/A
<u>THIRD GROUP</u> 4/1/85 to 7/31/86 (active and inactive)	\$3.85 @ year	\$.0028 @ hour	2.6% (.026) x contributions	2.6% (.026) x contributions	N/A	N/A
<u>FOURTH GROUP</u> 8/1/86 to 7/31/88 (active and inactive)	\$3.85 @ year	\$.0028 @ hour	2.9% (.029) x contributions	2.9% (.029) x contributions	N/A	N/A
<u>FIFTH GROUP</u> 8/1/88 and After (A) Only if "active" per 4.01-2(c) on 8/1/88 OR (B) If not "active" per 4.01-2(c) on 8/1/88	\$3.85 @ year	\$.0028 @ hour	3.2% (.032) x contributions	4.2% (.042) x contributions  OR 3.2% (.032) x contributions	4.2% (.042) x contributions  4.2% (.042) x contributions	2.9% (.029) x contributions  2.9% (.029) x contributions

<sup>1</sup> 110% and \$.00308 is 110% times \$.0028, per 8/1/1980 amendment.

SCHEDULE A

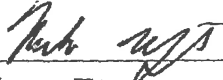
Date of First Retirement Benefit Payment	Contributory Service Benefit (per month)					
	Covered Employment from 8/1/03 to 1/31/09	Covered Employment from 2/1/09 to 3/31/09	Covered Employment from 4/1/09 to 7/31/13	Covered Employment from 8/1/13 to 4/30/15	Covered Employment from 5/1/15 and After	
<u>FIRST GROUP</u> 8/1/62 to 7/31/80 (active and inactive)	\$.00308 @ hour if 4.01-3(b) applies	\$.00308 @ hour if 4.01-3(b) applies	\$.00308 @ hour if 4.01-3(b) applies	\$.00308 @ hour if 4.01-3(b) applies	\$.00308 @ hour if 4.01-3(b) applies	
<u>SECOND GROUP</u> 8/1/80 to 3/31/85 (active and inactive)	N/A	N/A	N/A	N/A	N/A	
<u>THIRD GROUP</u> 4/1/85 to 7/31/86 (active and inactive)	N/A	N/A	N/A	N/A	N/A	
<u>FOURTH GROUP</u> 8/1/86 to 7/31/88 (active and inactive)	N/A	N/A	N/A	N/A	N/A	
<u>FIFTH GROUP</u> 8/1/88 and After	(A) Only if "active" per 4.01-2(c) on 8/1/88  OR (B) If not "active" per 4.01-2(c) on 8/1/88	2.5% (.025) x contributions	1.8% (.018) x contributions	1.0% (.01) <sup>2,3</sup> x contributions	1.2% (.012) <sup>3</sup> x contributions	1.4% (.014) x contributions
		2.5% (.025) x contributions	1.8% (.018) x contributions	1.0% (.01) <sup>2,3</sup> x contributions	1.2% (.012) <sup>3</sup> x contributions	1.4% (.014) x contributions

<sup>2</sup> For Participants with at least one Contributory Hour of Service on or after 8/1/13, the applicable percentage rate (or its decimal equivalent) is 1.2% (.012) times Contributions paid or payable for Covered Employment (including Contributions required to be credited for USERRA Qualified Service under 1.27) instead of 1% (.01).

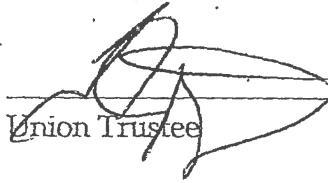
<sup>3</sup> For Participants with at least one Contributory Hour of Service on or after 5/1/15, the applicable percentage rate (or its decimal equivalent) is 1.4% (.014) times Contributions paid or payable for Covered Employment (including Contributions required to be credited for USERRA Qualified Service under 1.27) instead of 1% (.01) or 1.2% (.012).



ADOPTED and EXECUTED this 7<sup>th</sup> day of April 2016.



Employer Trustee



Union Trustee