

WESTERN GLAZIERS RETIREMENT PLAN

**Benefit Booklet and
Summary Plan Description
as of June 1, 2016**

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FOREWORD

The Board of Trustees is pleased to present this new edition of the Benefit Booklet for the Western Glaziers Retirement Plan ("Plan").

This Benefit Booklet is the Plan's summary plan description (SPD) and replaces and supersedes prior materials distributed about your Plan benefits (including the August 1, 2008 SPD and subsequent material modifications to the SPD).

This Benefit Booklet explains the major provisions of the Plan in simplified language. The Benefit Booklet explains the requirements to qualify to receive benefits, how benefits are calculated with examples, how service is credited and can be lost if you are not Vested, and other important information about your rights and benefits under the Plan. Nothing in this Benefit Booklet is meant to interpret, extend, or change in any way the terms of the Plan Document. If there is a discrepancy between the Benefit Booklet and the Plan Document, the Plan Document will govern. You can obtain a complete copy of the Plan Document by contacting the Plan Office, whose address and telephone number are on page (ii).

DATE OF THIS BENEFIT BOOKLET

The information in this Benefit Booklet is based on the Plan Document in effect on June 1, 2016.

Because many Participants have long work histories, the Benefit Booklet includes information about some of the Plan provisions in effect in the past. However, no attempt has been made to cover all past Plan provisions. This Benefit Booklet is intended to discuss how the Plan works for current Participants and those who will retire under Plan rules in effect on June 1, 2016.

QUESTIONS

Please read this Benefit Booklet carefully and keep it as a handy reference. If you are married, please share the Benefit Booklet with your Spouse. If you have any questions about the Plan after reading this Benefit Booklet, please contact the Plan Office at the following address or telephone number:

The William C. Earhart Company, Inc.
P.O. Box 4148
Portland, OR 97208
(503) 460-5229
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Only the full Board of Trustees is authorized to interpret the Plan Document described in this Benefit Booklet and give binding answers, and then only if you have furnished full and accurate information concerning your situation. No employer, the Union or any representative of any employer or the Union is authorized to interpret the Plan Document on behalf of the Board of Trustees, nor can such a person act as an agent of the Board of Trustees.

The Board of Trustees, in its discretion, reserves the right to amend, modify, or discontinue all or part of the Plan in accordance with the Plan Document.

Words and phrases whose first letters are capitalized are defined terms. Please refer to the Glossary of Terms in XVI for the definition of the word or phrase.

Board of Trustees

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SECTION I.
SERVICE THAT COUNTS FOR BENEFITS

1.1 Plan Participant. Any Employee who is employed by an Employer in Covered Employment is eligible to be a Participant starting with the first month of work in Covered Employment. You will continue to be a Participant as long as you continue in Covered Employment and do not suffer a Plan break in service (explained in 1.7).

Employer means (a) any corporate entity, individual or partnership which is bound by a collective bargaining agreement with the Union or District Council No. 5 that requires contributions to the Fund and (b) any entity that has entered into a pension agreement with the Fund that requires contributions to the Fund. The Fund currently has participation agreements with the Union, District Council No. 5, and the Glaziers, Architectural Metal and Glass Workers Local No. 740 Training Trust.

Covered Employment means any employment in a position covered by a Collective Bargaining Agreement with the Union or District Council No. 5 or any employment in a position covered by a pension agreement which requires contributions to be made to the Fund on your behalf.

1.2 Eligibility for Benefits. Your eligibility for Plan benefits is determined by your service that is credited under the Plan after the date you begin participation by working in Covered Employment.

When you have sufficient credited service to become Vested (explained in 1.6), you cannot lose your credited service or benefits. If you are not Vested and suffer a Plan break in service, you might lose your non-vested service and benefit credit (explained in 1.7).

1.3 Benefit Accrual Service. You will earn benefit credit ("Accrued Benefit") for the following types of service:

- (a) Contributory Service during Covered Employment with an Employer which is obligated to make contributions to the Fund on your behalf.
- (b) Reciprocal Covered Employment with an employer which is obligated to contribute to another retirement plan in the Glass and Glazing Industry if contributions for such service are required to be transferred to this Fund pursuant to a reciprocity agreement or arrangement between this Plan and the other plan.

- (c) Qualified Military or other uniformed service that is required to be credited under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") during your absence from employment. Starting with Participants returning from USERRA qualified military service on or after January 1, 2006, the Plan will fund and pay all contributions attributable to such USERRA qualified military service.

1.4 Years of Service. The service thresholds for benefit eligibility and Vesting are measured by your Years of Service. You earn one (1) Year of Service for each Plan Year (August 1 to July 31) in which you complete at least 1,000 Hours of Service.

1.5 Hours of Service. You get Hours of Service credit for purposes of benefit eligibility and Vesting for each hour you work, or for which you are entitled to receive payment, for any of the following types of service:

- (a) Contributory Service during Covered Employment under 1.3(a) above.
- (b) Reciprocal Contributory Service during Reciprocal Covered Employment under 1.3(b) above.
- (c) Qualified Military or other uniformed service under 1.3(c) above.

Vesting Only. In addition, you get Hours of Service credit for purposes of Vesting, but not for any other purpose, for the following types of service:

- (a) Non-Contributory Service based on employment with an Employer after the date that Employer becomes obligated to make contributions to the Fund, provided your Non-Contributory Service (e.g., not bargaining unit service) immediately precedes or follows a period of contributory service (e.g., bargaining unit) or other service credited above under 1.5(a), (b) or (c) with that same Employer. This is called "contiguous" or "continuous" Non-Contributory Employment.
- (b) Service with the Portland School District after you have become a Participant in the Plan as a glassworker shall count for Vesting purposes only.

1.6 Vesting. Vesting means that your Years of Service and Accrued Benefit Service under the Plan cannot be lost or forfeited if you stop working for a contributing Employer.

There are five different ways to become Vested, depending upon when you entered the Plan. Years of Service are explained above in 1.4 above.

- (a) Five Service Years (8/1/97 and after). Anyone with at least one Hour of Service credited on or after August 1, 1997 becomes Vested after completing five (5) Years of Service without a permanent break in service defined in 1.7.
- (b) Ten Service Years (8/1/76 through 7/31/97). Anyone becoming a Participant on or after August 1, 1976, but before August 1, 1997, became Vested after completing ten (10) Years of Service without a permanent break in service defined in 1.7.
- (c) 20,000 Hours (8/1/73 through 7/31/76). Anyone becoming a Participant on or after August 1973, but before August 1976, became Vested after accumulating 20,000 Hours of Service without a break, provided you reached 20,000 Hours of Service in fewer than ten (10) years.
- (d) Minimum Benefit (Start before 8/1/73). If you were a Participant before August, 1973, you became Vested when your total service benefit reached \$38.50, of which \$26.25 is from Contributory Service (after contributions to the Fund began, as distinguished from Past Service in the Glass and Glazing Industry before the Plan was established and contributions began).
- (e) Normal Retirement Date. You are Vested if you stop working for an Employer on or after your 65th birthday (the Plan's Normal Retirement Age) if you have completed your fifth year of Plan participation, or upon completion of your fifth year of Plan participation if that date is after your Normal Retirement Age.

1.7 Break in Service and Forfeiture. There are two separate rules governing breaks in service ((a) and (b) below) and each rule has two parts: (1) the first part determines when, after you stop working for an Employer, you have a break in service; a break under (a)(1) below means that you stop being a Participant; and (2) the second part determines when, after a series of breaks in service, your non-vested service and benefits earned before the breaks will be permanently lost (forfeited). You must have a forfeiture under both rules to lose credit for your pre-break service. Once you are Vested, your Credited Service and Accrued Benefit cannot be forfeited because you stop working for an Employer.

(a) Plan Break Rule.

- (1) Break. A Plan Two-Year Break is two (2) consecutive Plan Years (each from August 1 to July 31) during which you have fewer than 600 Hours of Service. The periods use overlapping Plan Years, with each succeeding Plan two-year break period using as its first year the second Plan Year of the period it follows. It takes only one Plan Two-Year Break to stop being a Participant; but, after August 1, 1985, it takes at least five (5) consecutive Plan Two-Year Breaks to cause a forfeiture.
- (2) Forfeiture. A Permanent Plan Break occurs with respect to a non-vested Participant when the number of consecutive successive Plan Two-Year Breaks first equals:
 - (A) five (5) such breaks, or
 - (B) if larger, the number of pre-break Years of Service earned by the Participant.

The table below illustrates how the Permanent Plan Break works.

- (b) ERISA Break Rule. "ERISA" means a federal law called the Employee Retirement Income Security Act of 1974, as amended.
 - (1) Break. An ERISA Break Year is a Plan Year (August 1 to July 31) when a Participant has 500 or fewer Hours of Service.

(2) Forfeiture. An ERISA Permanent Break occurs with respect to a non-vested Participant when the number of consecutive ERISA Break Years first equals:

(A) five (5) such years, or

(B) if larger, the number of pre-break Years of Service earned by the Participant.

The following table illustrates how (a) and (b) work under both break rules using the 5-year vesting rule in 1.6(a):

Plan Year	Hours of Service	Years of Vesting Service	Plan Break	ERISA Break
August 1, 2005, to July 31, 2006	1,500	1	No	No
August 1, 2006, to July 31, 2007	1,200	2	No	No
August 1, 2007, to July 31, 2008	0	2	No	Yes – 1 st Year
August 1, 2008, to July 31, 2009	250	2	Yes – 1 st Year	Yes – 2 nd Year
August 1, 2009, to July 31, 2010	400	2	No	Yes – 3 rd Year
August 1, 2010, to July 31, 2011	2,000	3	No	No
August 1, 2011, to July 31, 2012	1,750	4	No	No
August 1, 2012, to July 31, 2013	0	4	No	Yes – 4 th Year
August 1, 2013, to July 31, 2014	1,100	5	No	No

The Participant became Vested on July 31, 2014, because he earned five (5) years of service (a Plan Year with 1,000 or more Hours of Service) before incurring five (5) Plan Break years and five (5) ERISA Break years.

(c) Reinstatement of Pre-Break Service. If you have one or more Plan Two-Year Breaks but return to work for a contributing Employer before suffering a Permanent Plan Break forfeiture, your non-vested pre-break service and benefits will be reinstated only if you complete a Year of Service (see 1.4) following your reemployment.

1.8 Excused Absence. For each month when 1.8(a), (b), (c) or (d) applies, you will receive 50 hours of credit which will count as service to avoid the 500 or 600 hour Break in Service thresholds explained in 1.7(a)(l) and (b)(l). You avoid a Break in Service for each of the following periods.

- (a) Qualified Military Service. Any absence from employment up to forty-eight (48) months due to qualified military or other uniformed service that is protected by USERRA or other federal law. Any such USERRA qualified military service will count for the Plan's vesting and benefit service provisions. Although your Employer is required to notify the Plan Office of your qualified military service, you should make sure that the Plan Office has a record of all of your qualified military service.
- (b) Disability. Absence from employment because you are disabled, so long as you notify the Plan Office within ninety (90) days after the date your disability ends.
- (c) Approved Leave. Leave of absence approved by the Board of Trustees. A written request must be submitted to the Plan Office in advance of the date the leave starts.
- (d) Family Leave. Absence because of your pregnancy, or your child's birth or adoption, or care of your child following birth, adoption or placement for adoption, or a medical leave to care for yourself or a family member that is a qualified leave under the federal Family and Medical Leave Act of 1993 ("FMLA") or applicable state law. Up to 501 hours can be credited in either the Plan Year the leave starts or the following Plan Year, whichever first avoids an ERISA Break Year.

1.9 End of Participation. Your Plan participation ends on the earliest of the following dates, subject to possible reinstatement if 1.9(a) or (b) applies and you return to Covered Employment before a Permanent Break (forfeiture) occurs (explained in 1.7(a)(2) and (b)(2)):

- (a) You terminate Covered Employment before you become Vested.
- (b) You suffer your first Plan Break before you become Vested.
- (c) You receive full payment for all of your Vested benefits earned up to the date you terminate Covered Employment.

SECTION II.
DEATH BEFORE RETIREMENT

2.1 Preretirement Death Benefits. If you die before you begin receiving Plan benefit payments, one of two death benefit payments may apply: (a) the 50% Surviving Spouse Annuity or (b) the Lump Sum Death Benefit:

- (a) 50% Surviving Spouse Annuity. If you are Vested, and at the time of your death, you were married for at least one (1) year, your surviving Spouse must receive monthly annuity payments for the remainder of his or her life, starting right after your death (if you have reached earliest retirement age), or on a date picked by your surviving Spouse when your Spouse is age 55 to age 70.

The 50% Surviving Spouse Annuity is equal to one-half (50%) of what you would have received if you retired with a 50% Surviving Spouse Annuity under 7.3(a) naming your Spouse as the surviving annuitant.

The 50% Surviving Spouse Annuity will not be paid if either of the following exceptions in (1) or (2) applies:

- (1) Different Elected Benefit. Before you died, you and your Spouse elected to receive a form of payment other than the 50% Surviving Spouse Annuity, in which case:
- (A) You can name your children, parents or other non-Spouse beneficiary(ies) to receive the lump sum benefit (in (2) below, if payable); or
 - (B) You can name your Spouse, who can choose either a lifetime annuity, or a complete lump sum distribution, or a combination of a smaller lifetime annuity and smaller lump sum distribution; or
 - (C) You can divide your death benefits between your Spouse and other beneficiaries.

OR

- (2) Spouse Elects Lump Sum. You and your Spouse did not elect out of the 50% Surviving Spouse Annuity form of preretirement death benefit, but your Spouse, after your death, elects to take a lump sum distribution instead of an annuity.
- (b) Lump Sum Death Benefit. Your designated beneficiary(ies) shall receive a single lump sum payment if you die:
- (1) While you are actively employed by a contributing Employer;

OR

- (2) Before you have a Plan Two-Year Break explained in 1.7(a)(I) if you have left Covered Employment before you were Vested.

If you were a Participant after August 15, 1983 (or before August 1, 1973, or both), the Lump Sum Death Benefit payable on account of your death is equal to the total contributions made on your behalf under the Plan. For Participants who died before August 16, 1983, the death benefit was a specified dollar amount, which does not apply to current Participants.

If, at the time of your death, you either were not married for at least one (1) year or you were not Vested and you had not incurred a Plan Two-Year Break, the only death benefit is the Lump Sum Death Benefit.

Some Participants will qualify for preretirement death benefits under both 2.1(a) and 2.1 (b). If so:

- (a) The amount actually payable will be the larger of the Lump Sum Death Benefit (total contributions) or the actuarial present value of the 50% Surviving Spouse Annuity as of the date of your death;
- (b) The form of payment can be the 50% Surviving Spouse Annuity only, or a lump sum only, or a combination of a smaller 50% Surviving Spouse Annuity and a smaller lump sum; and
- (c) The recipient can be your Spouse, or if your Spouse gives written consent, someone else you name as Beneficiary.

2.2 Elections You Can Make regarding 2.1(a) and 2.1(b). At any time prior to your death and before your Retirement, you may elect to do the following:

- (a) Reject the 50% Surviving Spouse Annuity (with consent of your Spouse);
and
- (b) Designate your beneficiary(ies).

The Plan has prepared a separate explanation of your preretirement death benefit options. If you do not have a copy, ask the Plan Office to furnish two copies, one for you and one for your Spouse.

2.3 Change of Beneficiary Designation Before Retirement. You have the right at any time to revoke or change any designation of your Beneficiary(ies) of the death benefit. If you are unmarried, you may change your beneficiary designation without the consent of the Beneficiary. If you are married at the time you make the change, you generally must obtain your Spouse's written consent for the change to be effective, and this consent must be witnessed by an authorized Plan Office employee or a notary public (unless the change is to designate your Spouse as Beneficiary). No change will be effective and binding unless it is received by the Plan Office before any beneficiary payments are made.

A divorce or annulment of your marriage will cancel any designation of your former Spouse as your designated Beneficiary. If you divorce or annul your marriage, but wish to keep your former Spouse as your designated Beneficiary, you will need to complete a new beneficiary designation form, specifically naming your former Spouse as your designated Beneficiary, after the divorce or annulment is final. However, please note that a QDRO may affect your benefits. See 13.3 – 13.5.

2.4 Recipient of Plan Benefits if No Designated Beneficiary. It is important that you have an up-to-date beneficiary designation form on file with the Plan Office. Contact the Plan Office if you are not sure whether you have a Beneficiary designation form on file, or if you would like to change your existing beneficiary designation.

Absent a valid designated beneficiary filing, any death benefits otherwise payable under the Plan to a designated beneficiary will instead be distributed to your estate. If you have a valid designated beneficiary filing but none of the designated beneficiaries are living at the time of your death, any death benefits otherwise payable under the Plan to a designated Beneficiary will instead be paid to the first survivor or group of survivors in the lowest numbered classification and in equal shares as follows: (1) your Spouse; (2) your children; (3) your parents; (4) your brothers and sisters; or (5) your estate. If you die without a will, amounts paid to your estate will be distributed according to the law of the state of your domicile when you died.

2.5 Definition of Spouse. Effective June 26, 2013, Spouse means an individual to whom a Participant is lawfully married under state law. This means the Plan recognizes same sex and opposite sex marriages. Prior to June 26, 2013, Spouse meant a person of the opposite sex to whom the Participant was married.

SECTION III.
PERMANENT AND TOTAL DISABILITY BENEFIT

3.1 Eligibility for Permanent and Total Disability Benefit. If you become Permanently and Totally Disabled while actively employed or before suffering a break in service, and you have at least five (5) Years of Service, you may file an application to receive the Disability Benefit explained in 6.3. To be considered Permanently and Totally Disabled, You must meet both of the following requirements:

- (a) Permanent and Total Disability Defined. The Board of Trustees must find, based on medical evidence, that you have a severe physical or mental impairment that results in your inability to perform any substantial gainful work, and which is expected either to last at least twelve (12) months or to result in your death; and
- (b) Receipt of Social Security Disability Award. You must have received a Social Security Administration disability benefit award ("Social Security Disability Award").

Receipt of a Social Security Disability Award is merely evidence that 3.1(a) has been satisfied; but it is not conclusive. For example, if you continue to work after the effective date of your Social Security Disability Award, you cannot be considered Permanently and Totally Disabled under 3.1(a) and the Board of Trustees must deny your application for the Plan's Disability Benefit.

3.2 Duration of Disability Benefit. Your Disability Benefit will continue as long as the Board of Trustees determine that you continue to be Permanently and Totally Disabled or until you reach age 65. At age 65 your Disability Benefit ends and your Normal Retirement pension will commence and be paid for your life regardless of whether you continue to be Permanently and Totally and Disabled, provided you are not subject to the suspension of benefit rules as explained in XII.

3.3 Recovery from Disability. If you recover from your Permanent and Total Disability or lose your entitlement to a Social Security Disability Award, your Disability Benefit will stop. If you are receiving Disability Benefits, you must notify the Plan Office in writing within thirty (30) days after the earliest date you (a) recover from your Permanent and Total Disability, (b) perform any substantial gainful work (whether or not in the Glass and Glazing Industry) or (c) learn that your Social Security Disability Award has been revoked. However, even if you lose eligibility to continue to receive Disability Benefits, you may be eligible for a retirement benefit before age 65 if you meet the requirements for an Early Retirement Benefit, as explained in IV. Your eligibility for Normal or Early Retirement benefits will not be affected by your previous receipt of Disability Benefits.

SECTION IV.
EARLY RETIREMENT BENEFIT

4.1 Retirement in General. Before you can begin receiving any Plan benefits, you must satisfy both (a) and (b):

- (a) Stop Work. You must stop work in the Glass and Glazing Industry (defined in 12.2). There are limited circumstances when a limited amount of work can be performed for an Employer without interrupting or preventing the flow of monthly benefits payments. See XII.
- (b) Approved Application. You must complete and submit your application for retirement or disability benefits, including all required supporting documentation. Your application must be approved before payment can begin. The only exception is benefits will start on your mandatory benefit starting date regardless of whether you submit an application. See 6.4 and 9.4 for more information about your mandatory benefit starting date. If approval occurs after your actual retirement date, the Plan will pay you the value of any missed payments. See 9.3.

4.2 Early Retirement Eligibility. If you stop working in the Glass and Glazing Industry (defined in 12.2), you may be entitled to an Early Retirement Benefit explained in 6.2 if you are at least age fifty-five (55) and have met any of the following service requirements:

- (a) 10-Year Rule. Have ten (10) or more Years of Service or have a monthly Single Life Annuity benefit of at least \$57.75.

OR

- (b) 15-Year Rule (8/1/87). Have Covered Employment prior to August 1, 2016, that has not been forfeited under 1.7(a)(2) or (b)(2), and have fifteen (15) or more Years of Service and start your Retirement on or after August 1, 1987, but were not active on August 1, 1988. See 4.4 for the requirement to be “active” on August 1, 1988.

OR

- (c) 15-Year Rule (8/1/88). Have Covered Employment prior to August 1, 2016, that has not been forfeited under 1.7(a)(2) or (b)(2), and have fifteen (15) or more Years of Service and were "active" on August 1, 1988, or had Contributory Service after August 1, 1988. See 4.4 for the requirement to be "active" on August 1, 1988.

OR

- (d) Twenty Year Rule. Have Covered Employment that starts on or after August 1, 2016, and have twenty (20) or more Years of Service

Depending on which of 4.2(a), (b), (c), or (d) you satisfy, the amount of your Early Retirement Benefit will vary. This is more fully explained in 6.2.

4.3 Duration of Early Retirement Benefits. You will continue to receive your Early Retirement Benefit for life if you are not subject to the suspension of benefit rules as explained in XII.

4.4 Active on August 1, 1988. For Early Retirement under 4.2(b) and (c), and Normal Retirement under 5.1(b) and 6.1(c), "active on August 1, 1988" means either (a) you completed at least six hundred (600) Hours of Service from August 1, 1986 to July 31, 1988 or (b) you satisfy the Board of Trustees that you were entitled to an excused leave on August 1, 1988 because of a disability.

SECTION V.
NORMAL RETIREMENT BENEFIT

5.1 Normal Retirement Eligibility. If you retire as explained in 4.1, you will be entitled to a Normal Retirement Benefit (explained in 6.1), if you have reached the earlier of:

(a) Age 65, and are Vested,

OR

(b) The later of (1) age 65 or (2) the fifth anniversary of the date when you commenced participation in the Plan. (For Participants who have not worked an Hour of Service on or after August 1, 1988, substitute "tenth" for "fifth.")

5.2 Duration of Normal Retirement Benefits. You will continue to receive your Normal Retirement Benefit for life if you are not subject to the suspension of benefit rules as explained in XII.

SECTION VI.
AMOUNT OF BENEFIT

The amount of any Normal Retirement, Early Retirement or Permanent and Total Disability benefit to which you may be entitled is based on your Vested Total Service Benefit (defined in 6.1(a)).

6.1 Normal Retirement (Age 65). The monthly benefit rates set forth below are the amounts payable per month to a Participant who retires at age 65 and receives the Single Life Annuity (without any survivorship annuity payable after death). The monthly amount will be reduced if payment starts before age 65, or if a survivorship annuity is payable to the retiree's Spouse or other Beneficiary.

- (a) Your Total Service Benefit means your Past Service Benefit (before contributions to the Fund started on August 1, 1962) plus your Contributory Service Benefit after July 31, 1962 (which includes Reciprocal Contributory Service and USERRA Qualified Military Service as explained in 1.3(a) – 1.3(c).

- (b) Your Past Service Benefit is determined as follows:
 - (1) August 1, 1952 to July 31, 1962. If you worked 600 hours or more in the Glass and Glazing Industry (under a collective bargaining agreement in the Glass and Glazing Industry at the time you were employed) between August 1, 1960, and August 1, 1962, you are eligible for a Past Service Benefit. The amount is \$4.235 of monthly benefit (at Normal Retirement) for each Plan Year from August 1, 1952, through July 31, 1962, during which you had 500 hours or more of employment in the Glass and Glazing Industry, up to a maximum Past Service Benefit of \$42.35.

- (c) Your Contributory Service Benefit is the sum of (1) plus (2):
 - (1) August 1, 1962 to July 31, 1970. For Contributory Service from August 1, 1962 through July 31, 1970, the monthly benefit at Normal Retirement Age is \$0.0028 times each hour of Contributory Service for which your Employer was required to make a contribution to the Fund on your behalf;

PLUS

- (2) August 1, 1970 and after. For Contributory Service, Reciprocal Covered Employment and Qualified Military service (see 1.3) on and after August 1, 1970, the monthly benefit at Normal Retirement Age is a stated percentage multiplied by all contributions paid or required to be paid to the Fund for your Contributory Service, Reciprocal Covered Employment and Qualified Military service (see 1.3) during a specified period of time shown on the chart below.

Date of First Retirement Benefit Payment	Period of Covered Employment								
	8/1/70 to 7/31/80	8/1/80 to 7/31/88	8/1/88 to 7/31/00	8/1/00 to 7/31/03	8/1/03 to 1/31/09	2/1/09 to 3/31/09	4/1/09 to 7/31/13	8/1/13 to 4/30/15	5/1/15 and after
	Percentage Rate to Multiply By Pension Contributions made on your Behalf								
8/1/70 to 7/31/80	2.5%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8/1/80 to 3/31/85	2.5%	2.5%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4/1/85 to 7/31/86	2.6%	2.6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8/1/86 to 7/31/88	2.9%	2.9%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8/1/88 and after if <u>not</u> active on 8/1/88	3.2%	3.2%	4.2%	2.9%	2.5%	1.8%	1.0% or 1.2%** or 1.4%***	1.2% or 1.4%***	1.4%
8/1/88 and after if active on 8/1/88*	3.2%	4.2%	4.2%	2.9%	2.5%	1.8%	1.0% or 1.2%** or 1.4%***	1.2% or 1.4%***	1.4%
* In order to be "active on 8/1/88," you must have (a) completed at least six hundred (600) Hours of Service from August 1, 1986, to July 31, 1988, or (b) satisfy the Board of Trustees that you were entitled to an excused leave on August 1, 1988, because of disability. Whether you were active or not active on August 1, 1988, affects your benefit percentage for pension contributions made or required to be made to the Fund on your behalf during the period of August 1, 1980, to July 31, 1988.									
** Percent rate for pension contributions paid or required to be paid on your behalf to the Fund if you had at least one (1) hour of Contributory Service on or after August 1, 2013.									
*** Percent rate for pension contributions paid or required to be paid on your behalf to the Fund if you had at least one (1) hour of Contributory Service on or after May 1, 2015.									

(d) Calculation of Normal Retirement Age Benefit – Example A. Here is an example of the amount of the monthly Single Life Annuity Normal Retirement Age benefit under current Plan provisions based on the following assumptions:

- (1) The Participant’s date of hire was August 1, 1985, and the Participant’s Retirement was July 31, 2016.
- (2) The Participant had at least one thousand (1,000) hours of Contributory Service for each Plan Year and was “active” in the Plan on August 1, 1988.

Year of Contributory Service	Hours Worked per Plan Year	Hourly Pension Contribution Amount	Amount of Pension Contributions	Hourly Pension Contribution Rate	Monthly Pension Amount
8/1/1985 – 7/31/1986	1,400	\$1.50	\$2,100	4.2%	\$88.20
8/1/1986 – 7/31/1987	1,400	\$1.50	\$2,100	4.2%	\$88.20
8/1/1987 – 7/31/1988	1,400	\$1.60	\$2,240	4.2%	\$94.08
8/1/1988 – 7/31/1989	1,400	\$1.60	\$2,240	4.2%	\$94.08
8/1/1989 – 7/31/1990	1,400	\$1.65	\$2,310	4.2%	\$97.02
8/1/1990 – 7/31/1991	1,400	\$1.80	\$2,520	4.2%	\$105.84
8/1/1991 – 7/31/1992	1,400	\$2.00	\$2,800	4.2%	\$117.60
8/1/1992 – 7/31/1993	1,400	\$2.15	\$3,010	4.2%	\$126.42
8/1/1993 – 7/31/1994	1,400	\$2.20	\$3,080	4.2%	\$129.36
8/1/1994 – 7/31/1995	1,400	\$2.40	\$3,360	4.2%	\$141.12

Year of Contributory Service	Hours Worked per Plan Year	Hourly Pension Contribution Amount	Amount of Pension Contributions	Hourly Pension Contribution Rate	Monthly Pension Amount
8/1/1995 – 7/31/1996	1,400	\$2.60	\$3,640	4.2%	\$152.88
8/1/1996 – 7/31/1997	1,400	\$3.00	\$4,200	4.2%	\$176.40
8/1/1997 – 7/31/1998	1,400	\$3.25	\$4,550	4.2%	\$191.10
8/1/1998 – 7/31/1999	1,400	\$3.75	\$5,250	4.2%	\$220.50
8/1/1999 – 7/31/2000	1,400	\$4.00	\$5,600	4.2%	\$235.20
8/1/2000 – 7/31/2001	1,400	\$4.38	\$6,132	2.9%	\$177.83
8/1/2001 – 7/31/2002	1,400	\$5.00	\$7,000	2.9%	\$203.00
8/1/2002 – 7/31/2003	1,400	\$5.00	\$7,000	2.9%	\$203.00
8/1/2003 – 7/31/2004	1,400	\$5.25	\$7,350	2.5%	\$183.75
8/1/2004 – 7/31/2005	1,400	\$5.25	\$7,350	2.5%	\$183.75
8/1/2005 – 7/31/2006	1,400	\$5.50	\$7,700	2.5%	\$192.50
8/1/2006 – 7/31/2007	1,400	\$5.70	\$7,980	2.5%	\$199.50
8/1/2007 – 7/31/2008	1,400	\$6.18	\$8,652	2.5%	\$216.30
8/1/2008 – 1/31/2009	700	\$6.50	\$4,550	2.5%	\$113.75
2/1/2009 – 3/31/2009	233	\$7.00	\$1,631	1.8%	\$29.36
4/1/2009 – 7/31/2009	467	\$7.00	\$3,269	1.4%	\$45.77
8/1/2009 – 7/31/2010	1,400	\$7.00	\$9,800	1.4%	\$137.20

Year of Contributory Service	Hours Worked per Plan Year	Hourly Pension Contribution Amount	Amount of Pension Contributions	Hourly Pension Contribution Rate	Monthly Pension Amount
8/1/2010 – 7/31/2011	1,400	\$7.31	\$10,234	1.4%	\$143.28
8/1/2011 – 7/31/2012	1,400	\$7.31	\$10,234	1.4%	\$143.28
8/1/2012 – 7/31/2013	1,400	\$7.91	\$11,074	1.4%	\$155.04
8/1/2013 – 7/31/2014	1,400	\$8.66	\$12,124	1.4%	\$169.74
8/1/2014 – 7/31/2015	1,400	\$8.66	\$12,124	1.4%	\$169.74
8/1/2015 – 7/31/2016	1,400	\$8.84	\$12,376	1.4%	\$173.26
Subtotal					\$4,898.05
Single Life Annuity Normal Retirement Age Pension Amount					\$4,898.05

6.2 Early Retirement (Ages 55–64).

- (a) Benefit Amount. Assume you have met the conditions for Early Retirement explained in IV. Your Early Retirement Benefit is calculated the same as the Normal Retirement Benefit under 6.1 except that the benefit amount will be reduced by 1/2 of 1 percent (0.5% or 0.005) for each month that your Early Retirement Date precedes the earliest one hundred percent (100%) factor under Column 1, 2, 3 or 4 below. Eligibility for Column 1, 2, 3 or 4 is explained above in 4.2(a) – 4.2(d):

	Column 1	Column 2	Column 3	Column 4
Age at Retirement	Retire Early under 10-Year Rule	Retire Early under 15-Year Rule (8/1/87)	Retire Early under 15-Year Rule Active 8/1/88 or Later	Retire Early under 20-Year Rule 1st Hour 8/1/16 or Later
65	100%	100%	100%	100%
64	94%	100%	100%	100%
63	88%	94%	100%	100%
62	82%	88%	100%	100%
61	76%	82%	94%	94%
60	70%	76%	88%	88%
59	64%	70%	82%	82%
58	58%	64%	76%	76%
57	52%	58%	70%	70%
56	46%	52%	64%	64%
55	40%	46%	58%	58%

- (b) Early Retirement – Example B: Assume that the Single Life Annuity Normal Retirement Age benefit would be \$4,898.05 (from Example A in 6.1(d), above), but that you decide to retire at age 60–3/12, or 4 years 9 months before your 65th birthday (this date is 57 months before your 65th birthday, 45 months before your 64th birthday, and 21 months before your 62nd birthday). The reduction and resulting monthly benefit under each early retirement reduction formula is illustrated below.

	Column (1)	Column (2)	Column (3)	Column (4)
	10 Year Rule	15 Year Rule	15 Year Rule Active 8/1/88 or Later	20 Year Rule 1st Hour 8/1/16 or Later
(1) Normal Retirement Benefit	\$4,898.05	\$4,898.05	\$4,898.05	\$4,898.05
(2) Months before 100% rate	57 months	45 months	21 months	21 months
(3) Per month Early Retirement factor	0.5%	0.5%	0.5%	0.5%
(4) Early Retirement factor ((3) times (2))	28.5%	22.5%	10.5%	10.5%
(5) Early Retirement reduction ((1) times (4))	\$1,395.94	\$1,102.06	\$514.30	\$514.30
(6) Early Retirement Benefit payable month at age 60 ¼ ((1) minus (5))	\$3,502.11	\$3,795.99	\$4,383.75	\$4,383.75
(7) Rounded to next higher \$0.10	\$3,502.20	\$3,796.00	\$4,383.80	\$4,383.80

6.3 Permanent and Total Disability Benefit (Before Age 65).

- (a) Benefit Amount. A Permanent and Total Disability benefit is calculated in the same manner as a Normal Retirement Benefit in 6.1, and is not subject to any reductions because you are receiving your benefits earlier than your Normal Retirement Age.

- (b) First Payment Month. If you qualify for a Permanent and Total Disability benefit and you file your Permanent and Total Disability benefit application within 120 days after the date you receive your Social Security Disability Award, Permanent and Total Disability benefits under this Plan (if any) will start as of the same retroactive benefit starting date stated in the Social Security Disability Award. If you file for a Permanent and Total Disability benefit with this Plan after such 120-day period, Permanent and Total Disability benefits under this Plan (if any) will start on the first day of the month after the application is received, without any catch-up payment that is retroactive to the starting date of your Social Security Disability Award.

6.4 Mandatory Benefit Starting Date After Age 70 ½. If you are Vested and you do not start receiving retirement benefits by April 1 following the calendar year when you become age 70 ½, the Plan must start making monthly payments to you starting on that April 1st even if you continue to work in the Glass and Glazing Industry. That April 1st is your mandatory benefit starting date (MBSD). The Plan must make MBSD payments to keep you from incurring a 50% federal excise tax that will be imposed if you do not begin receiving Plan benefits by your MBSD. It is not a retirement because you still are working, so the benefit payment options available at retirement do not apply to your MBSD payments. The form of MBSB payments will be the Single Life Annuity.

Monthly MBSD payments will be based on your Vested Benefit Accrual Service as of your MBSD. Any MBSD payments will be increased each succeeding January to reflect any additional Benefit Accrual Service earned during the immediately preceding calendar year.

SECTION VII.
FORM OF BENEFIT PAYMENT

7.1 General Information about Benefit Options. When you apply for Early Retirement Benefits or Normal Retirement Benefits, you will receive an explanation of the monthly benefits you would receive under each of the annuity benefit forms available under the Plan. This will enable you (and your Spouse) to make the best choice for your retirement needs.

7.2 Single Life Annuity. The basic form of benefit is called a Single Life Annuity. Under this benefit form, you receive monthly retirement benefits for as long as you live. If you do not receive your monthly benefit long enough to pay an amount equal to all contributions made on your behalf to the Fund, any contributions in excess of your total annuity payments will be paid as a lump sum death benefit to your designated beneficiary(ies).

Your benefit is payable as a Single Life Annuity if you are not married on your benefit starting date, or you are married and you and your Spouse both reject the Surviving Spouse Annuity explained in 7.3.

7.3 Surviving Spouse Annuity.

(a) 50% Surviving Spouse Annuity. If, on your benefit starting date, you are married, the standard (default) form of benefit (unless you and your Spouse elect otherwise) is the 50% Surviving Spouse Annuity.

The monthly amount of a 50% Surviving Spouse Annuity is less than the Single Life Annuity monthly amount because payments are expected to continue until both you and your Spouse have died. For example, if your Spouse is younger than you are, the expected number of years over which your Plan benefits will be paid is increased, so the amount of your monthly pension benefit is decreased accordingly.

This means that, unless you and your Spouse decline the 50% Surviving Spouse Annuity form of benefit in writing, your pension will be paid to you as long as you live; and, if you die before your Spouse, 50% of your monthly benefit will continue to be paid to your Spouse, for the remainder of your Spouse's life.

- (b) 75% Surviving Spouse Annuity. Any married Participant who commences receiving retirement benefit payments under the Plan on or after August 1, 2009, may elect to receive a 75% Surviving Spouse Annuity instead of the standard 50% Surviving Spouse Annuity. Under the 75% Surviving Spouse Annuity, upon your death, the Plan will continue to make payments to your surviving Spouse in an amount equal to 75% of your monthly payment. Your monthly payment is less than the 50% Surviving Spouse Annuity because the amount paid after your death to your surviving Spouse is larger than the 50% Surviving Spouse Annuity form.
- (c) 100% Surviving Spouse Annuity. Any married Participant who commences receiving retirement benefit payments under the Plan on or after August 1, 1997 may elect to receive a 100% Surviving Spouse Annuity instead of the standard 50% Surviving Spouse Annuity. Under the 100% Surviving Spouse Annuity, upon your death the Plan will continue to make the same payment to your surviving Spouse, unreduced on account of your death. Your monthly payment is less than the 50% Surviving Spouse Annuity because the amount paid after your death to your surviving Spouse is larger than the 50% Spouse Annuity form.
- (d) Examples of Single Life Annuity, 50% Surviving Spouse Annuity, 75% Surviving Spouse Annuity, and 100% Surviving Spouse Annuity. Using the Normal Retirement (age 65) Single Life Annuity amount of \$4,898.05 per month in Example A (from 6.1(d)) and the Early Retirement Single Life Annuity amounts in Example B (from 6.2(b)), the corresponding 50% Surviving Spouse Annuity, 75% Surviving Spouse Annuity, and 100% Surviving Spouse Annuity amounts per month for a Participant with a Spouse who is younger by two (2) years and nine (9) months is as follows:

Retirement Age	Single Life Annuity	50% Surviving Spouse Annuity	75% Surviving Spouse Annuity	100% Surviving Spouse Annuity
<u>Age 65 Normal</u> Participant 65 Spouse* 62 ¼	\$4,898.05 -0-	\$4,530.70 \$2,265.40	\$3,952.80 \$2,964.60	\$3,712.80 \$3,712.80
<u>Age 60 ¼ Early</u> (10 year rule in 4.1(a), 6.2(b)) Participant 60 ¼ Spouse* 57 ½	\$3,502.20 -0-	\$3,344.50 \$1,672.30	\$2,983.80 \$2,237.90	\$2,843.70 \$2,843.70

Retirement Age	Single Life Annuity	50% Surviving Spouse Annuity	75% Surviving Spouse Annuity	100% Surviving Spouse Annuity
<u>Age 60 ¼ Early</u> (15 year rule in 4.1(b), 6.2(b)) Participant 60 ¼ Spouse* 57 ½	\$3,796.00 -0-	\$3,625.20 \$1,812.60	\$3,234.20 \$2,425.70	\$3,082.40 \$3,082.40
<u>Age 60 ¼ Early</u> (15 year rule in 4.1(c), 6.2(b)) Participant 60 ¼ Spouse* 57 ½	\$4,383.80 -0-	\$4,186.50 \$2,093.30	\$3,735.00 \$2,801.30	\$3,559.60 \$3,559.60
<u>Age 60 ¼ Early</u> (20 year rule in 4.1(d), 6.2(b)) Participant 60 ¼ Spouse* 57 ½	\$4,383.80 -0-	\$4,186.50 \$2,093.30	\$3,735.00 \$2,801.30	\$3,559.60 \$3,559.60

*Surviving Spouse's monthly benefit starts the month after the Participant's death.

7.4 Death after Retirement.

- (a) Annuity Form. The Single Life Annuity under 7.2 provides no annuity payment (i.e., no monthly continuing payment for another individual's life) after the death of the retired Participant. The 50% Surviving Spouse Annuity, 75% Surviving Spouse Annuity, and 100% Surviving Spouse Annuity forms under 7.3 continue to make annuity payments to the Participant's surviving Spouse for life if the Participant dies first. "Spouse" means the individual who you are lawfully married to at the date of your Retirement. Unless a qualified domestic relations order (QDRO) provides otherwise, post-death survivorship payments will be made to such individual even if there is a divorce, annulment or separation after your date of Retirement.

"Pop Up" Feature. For retirements starting after March 31, 1995, a married Participant receiving benefits under a 50% Surviving Spouse Annuity, 75% Surviving Spouse Annuity, or 100% Surviving Spouse Annuity form will have the monthly benefit increased to the Single Life Annuity amount if the Participant's Spouse dies first (this is a "pop up" annuity).

- (b) Lump Sum Balance. In limited circumstances, a post-retirement death benefit will be paid in the form of a lump sum payment if the total monthly benefits actually paid to the Participant (and, if applicable, the Participant's Spouse) are less than the total contributions made on your behalf to the Fund. This lump sum death benefit will be paid when retirement benefits were payable as either: (1) a Single Life Annuity under 7.2, or (2) a 50%, 75% or 100% Surviving Spouse Annuity under 7.3 if the retired Participant and Spouse both die within a period of twelve (12) consecutive months after the first month when payment begins to the Participant. In either of these circumstances, the amount payable as a lump sum is the difference of the total contributions made on your behalf to the Fund minus the total annuity payments received by the Participant and/or Spouse. The amount payable as a lump sum shall be paid to Participant's Beneficiary, or to the Participant's estate if no beneficiary has been designated. See 2.4 and 2.5 for a discussion of the Plan's beneficiary designation rules.

7.5 Small Benefit Cash Out. If the lump sum present value of the benefit at the start of payment to any Participant, Spouse, Beneficiary or alternate payee is \$5,000 or less, such lump sum value shall be paid as a single sum payment in full satisfaction of all benefit liabilities under the Plan. No distribution under 7.5 that is eligible to be rolled over to another qualified plan or individual retirement account (see 14.2) shall be made without the payee's express written consent.

SECTION VIII.
RECIPROCITY AGREEMENTS

8.1 Reciprocal Pension Trusts. In applying for any type of pension benefit, participation in certain other trusts may be recognized for purposes of preventing breaks in service, computing continuous service and providing you a retirement benefit. Currently those reciprocal trusts are:

- (a) Western Glaziers Retirement Trust, Seattle, Washington;
- (b) Southern California Glaziers and Glassworkers Pension Plan, Los Angeles, California;
- (c) Northern California Glaziers and Glassworkers Pension Plan, San Francisco, California;
- (d) Glass Metal Association of Hawaii and Glaziers and Glassworkers Pension Fund; and
- (e) Any other Pension Plan which has signed and is a party to the reciprocal agreement for Joint Industry Pension Funds of all District Councils and local Unions affiliated with the International Brotherhood of Painters and Allied Trades.

8.2 Payment from Two or More Trusts. You might receive checks from two or more of the plans from which you may be entitled to a benefit if your employment was split between the various areas mentioned in 8.1. This is called "reciprocity" and has been adopted by the Plan in an effort to preserve your benefits if you move around the West Coast as a result of your employment in the Glass and Glazing Industry.

SECTION IX.
PAYMENTS TO RETIREE

9.1 Payment Amount. The benefit amount is fixed at the date when payment is due at Retirement or death. It will be based on your complete history of non-forfeited Benefit Accrual Service, any divorce orders, other pertinent information, and the rules of the governing Plan. It may differ from any nonbinding estimate(s) that you might have received under 10.2.

9.2 Increases to Retirees. The Plan's benefit formula does not provide for any benefit increase after the date when the benefits first become payable to any retiree or Beneficiary. The Plan does not provide for cost of living increases to your monthly pension benefit.

The Board of Trustees has made special one-time increases for retirees from time to time. Such increases were made only when the Fund had sufficient assets at the time of determination to pay such increases without jeopardizing the ability of the Fund to meet the expected future benefit liabilities under the Plan. The fact that any such increases have been made in the past does not create any obligation of the Board of Trustees to make future increases in Plan benefits. No individuals receiving monthly benefits from the Plan should assume that there ever will be any increase in the amounts being paid.

9.3 Elections When There Is a Retroactive Annuity Starting Date.

(a) Starting Date. The Plan provides that payment of Normal Retirement, Early Retirement, or Disability Benefits in an annuity form will begin on a specified date elected by you in your application to receive those benefits. Usually the starting date will be your Normal Retirement, Early Retirement, or Permanent and Total Disability Date. For survivorship annuities, the starting date for payment to your survivor is the first of the month following the date of your death.

(b) Actual Payment of Normal Retirement Benefits. As a practical matter, actual payment of monthly checks might not begin until months after your Normal Retirement Age. When that happens, the Plan must pay you the full value of all missed Normal Retirement Benefit payments. Such benefits can be paid pursuant to either (1) or (2):

(1) Postponed Retirement. A "Postponed Retirement" occurs when your Retirement benefits do not begin until after your Normal Retirement Age. The monthly amount payable beginning on your Postponed Retirement Date will be larger than the monthly amount payable at your Normal Retirement Age. The missing payments and interest are taken into account on an actuarial basis by paying a future monthly annuity amount based on the greater of (A) or (B):

(A) the actuarial equivalent value of your monthly pension at your Normal Retirement Age, excluding any additional benefit accrual during the delay period, determined by using the interest and mortality assumptions set forth in the Plan Document;

OR

(B) your monthly pension determined as of your Normal Retirement Age, adjusted to include any Benefit Accrual Service during the period from your Normal Retirement Age to your Postponed Retirement Date.

(2) Retroactive Annuity Starting Date. Instead of a Postponed Retirement benefit under 9.3(b)(1), you can, with consent of your Spouse, elect to retroactively receive the monthly Retirement pension amount payable at your Normal Retirement Age, which will have components (A) and (B):

(A) Annuity Component – Future monthly payments based on your monthly pension, without any adjustment for the delayed start of payments;

AND

(B) Lump Sum Component – A single sum make-up payment which includes all monthly pension benefit payments that were not made during the period from your Normal Retirement Age to your Postponed Retirement Date, increased with interest at 5% per annum.

9.4 Mandatory Benefit Starting Date After Age 70 ½. Payment of benefits must start by April 1 following the calendar year when you reach age 70 ½ regardless of whether you have retired. Failure to start pension benefits by your mandatory benefit starting date can result in a 50% federal excise tax on your retirement benefits. See 6.4 for more information.

SECTION X.
CLAIMING YOUR BENEFIT

10.1 Benefit Application.

- (a) Overview. To begin receiving Plan benefits, you first must complete an application for Normal Retirement, Early Retirement or Disability Benefits and file it with the Plan Office. Application forms are available from the Plan Office. If you are married and you wish to reject the Surviving Spouse Annuity form of benefit, your Spouse must sign the application before a Notary Public or an authorized Plan Office employee.

We urge you to file your benefit application at least sixty (60) days before the date you intend to retire. If you apply late, payment might be delayed.

If you apply for a Disability Benefit, the application should be filed at the same time you apply for disability benefits with the Social Security Administration. If you wait, you may lose some benefits to which you otherwise may be entitled.

- (b) Initial Application Documents. To begin the benefit application process, you will need the following:
- (1) Benefit application;
 - (2) Information concerning any work in the Glass and Glazing Industry under Reciprocal Pension Trusts (see 8.1);
 - (3) Proof of Age; and
 - (4) Copies of all divorce papers (if any).
- (c) Supplemental Documents. When your benefit application has been processed and is sent to the Board of Trustees or a subcommittee of Trustees for approval you will receive a packet telling you what your retirement options are and asking for the following:
- (1) IRS Form W-2s for 5 years

- (2) Proof of Age for your Spouse (if you select the 50%, 75% or 100% Surviving Spouse Annuity form)
- (3) Marriage Certificate (if you select the 50%, 75% or 100% Surviving Spouse Annuity form)
- (4) Completed Benefit Selection Form This paper supplies you with information concerning your benefit options. You will select a benefit. If you are married, and do not select the 50% Surviving Spouse Annuity , this form must be signed by your Spouse and witnessed by a Notary Public or an authorized Plan Office employee. This form also requires beneficiary information.
- (5) Tax Forms (Federal and Oregon State) These forms must be completed for your file whether or not you wish to have taxes withheld. If you do not live in Oregon, the Oregon State tax form is not needed.
- (6) Electronic Deposit Form (optional but recommended) This form allows the Plan Office to electronically deposit your monthly benefit to your bank account. If you elect electronic deposit to your checking account you must supply a canceled check from your account. If you elect electronic deposit to your savings account, a deposit slip will suffice.

10.2 Non-Binding Estimate of Benefits. You have the right to request a nonbinding estimate of your benefits from time to time, but not more frequently than once in a 12-month period.

10.3 Withholding of Income Tax from your Payments. All Plan benefits are taxable income for purposes of federal and state income tax. Federal and applicable state income taxes will be automatically withheld from any benefits paid by the Plan that exceed the limits established by law, unless you elect not to have income taxes withheld. You will be given complete information and the opportunity to elect or reject income tax withholdings when you apply for your benefits and each year thereafter.

10.4 Lump Sum Payments. Any lump sum payment to a Participant, Spouse, Beneficiary, or alternate payee under a QDRO generally can be transferred, without taxation, to another tax qualified retirement plan or IRA, provided the recipient directs the Plan to make a trustee-to-trustee rollover transfer without payment to the individual. Lump sum distributions which are eligible to be rolled over will be subject to mandatory federal income tax withholding of 20% if the distribution is not directly rolled over.

SECTION XI.
CLAIM AND APPEAL PROCEDURES

11.1 Claim and Appeal Procedures except for Disability Benefits. A “claim” usually means an application for pension benefits. However, a claim also means a situation where your pension benefits are suspended for post-retirement employment contrary to the rules in XII or you do not receive the full amount of the pension benefit you believe you are entitled to receive.

- (a) Filing a Claim. Your claim must be made in writing and filed with Plan Office.

You, a Beneficiary, Spouse, or an alternate payee under a QDRO may file a claim with the Plan Office. Use of the words “you” and “your” in this Section should be construed as also applying to a Beneficiary, Spouse, and alternate payee.

Your claim will be considered filed when it is received by the Plan Office regardless of whether you have included all necessary information. If necessary information is lacking, the Plan Office will notify you in writing of:

- (1) The standards on which the entitlement to benefits is based;
- (2) The unresolved issue(s) that prevent a decision on your claim; and
- (3) The additional information needed to resolve the issue(s).

Your claim will not be considered complete until all required information is received by the Plan Office.

- (b) Timing of the Initial Decision. If your claim is denied, in whole or in part, you will receive written notice within a reasonable period of time, but not later than ninety (90) days after the Plan Office receives your claim. The time limit may be extended twice for up to forty-five (45) days each extension if the Plan Office determines that special circumstances require extra time for processing, but in such a case, you will be notified of the reason for the delay before the expiration of each forty-five (45) day extension and you will be told when you can expect a decision.

If your claim is not acted on within these time limits, you may deem your claim to have been denied and you may follow the appeal procedures in 11.1(d).

- (c) What is included in the Denial Notice? If your claim is denied, in whole or in part, you will be given the opportunity for a full and fair review of the decision by the Board of Trustees or a subcommittee of Trustees. The denial notice will include the following:
- (1) The specific reason(s) for the denial;
 - (2) Reference to the specific Plan provision(s) on which the denial is based;
 - (3) A description of any additional material or information necessary for you to perfect the claim and an explanation of why it is necessary; and
 - (4) A description of the Plan's review procedures, the time limits applicable to such procedures, and a statement of your right to bring a lawsuit under Section 502(a) of ERISA following an adverse benefit determination on review.
- (d) Appealing the Denial Notice. If you believe your claim was wrongfully denied by the Plan Office, you or your authorized representative have the right to appeal to the Board of Trustees to review the decision. Your appeal must:
- (1) Be in writing;
 - (2) State in clear and concise terms the reason(s) for your disagreement with the denial notice from the Plan Office;
 - (3) Include documents, records, and other information relevant to your appeal; and

- (4) Be filed by you or your authorized representative with the Plan Office within sixty (60) days of the date you receive the denial notice or if the claim is not processed during the time period in 11.1(b), not later than sixty (60) days after the last day of the initial claim period.
- (e) Right to Information and Documents. Upon written request to the Plan Office, you or your authorized representative will be provided, free of charge, reasonable access to and copies of all relevant non-privileged documents, records and other information pertinent to your appeal. Material will be considered pertinent if it was relied upon in resolving your claim, was submitted, considered or generated in the course of making the decision (even if it was not relied upon), or demonstrates that the determination was made in accordance with Plan provisions and that such provisions are applied consistently.

The Board of Trustees or a subcommittee of Trustees will take into account all comments, documents, records and other information you submit without regard to whether they were submitted or considered in the initial benefit determination. The Board of Trustees or a subcommittee of Trustees will not grant any deference to the initial decision made by the Plan Office.

- (f) The Decision on Appeal. A decision will ordinarily be made by the Board of Trustees or a subcommittee of Trustees no later than the date of the quarterly meeting of the Board of Trustees that immediately follows the Plan Office's receipt of your request for review. However, if your request for review is received within thirty (30) days before that meeting, a decision will be made by the date of the second quarterly meeting after receipt of your request for review. If special circumstances require more time, a decision will be made no later than the third quarterly meeting, and you will be notified of the reason for the delay and the date you can expect a decision before such extension of time begins.

You will receive written notification of the decision on review no later than five (5) days after the decision is reached. The written decision will include the following:

- (1) The specific reason(s) for the decision;

- (2) Reference to the specific Plan provision(s) on which the decision is based;
 - (3) A statement of your right to receive, upon request and free of charge, reasonable access to and copies of all non-privileged documents, records and information relevant to the appeal; and
 - (4) Your right to bring a lawsuit under Section 502(a) of ERISA.
- (g) Voluntary Arbitration Provisions. If you are dissatisfied with the decision of the Board of Trustees or a subcommittee of Trustees, you have the right to request the appointment of an impartial arbitrator to review the matter. The request for arbitration shall be filed with the Plan Office within thirty (30) days of receipt of the decision on appeal (11.1(f)).

If you and the Board of Trustees cannot agree on an impartial arbitrator within ten (10) days after the request for arbitration is made, or within such further time as mutually agreeable, then either party may request that an arbitrator be appointed in accordance with the procedures of the American Arbitration Association and, if those procedures fail, then by the United States District Court for the District of Oregon.

The arbitrator shall conduct a hearing unless the parties can stipulate to the facts and issues without a hearing. The arbitrator shall issue a decision within thirty (30) days of the date the matter was submitted by stipulation or the hearing is closed, unless the parties mutually agree to another deadline.

The expenses of arbitration shall be paid equally by you and the Fund. The decision of the arbitrator shall be final and binding on the Board of Trustees and you.

The issues to be decided by the arbitrator are whether the Board of Trustees or a subcommittee of Trustees acted arbitrarily or capriciously in the exercise of their judgment, and whether the decision is supported by substantial evidence.

11.2 Claim and Appeal Procedures for Disability Benefits. If your claim for a Permanent and Total Disability benefit (“Disability Benefit”) is denied, in whole or in part, the Claim and Appeal Procedures are slightly different from those discussed in 11.1. The differences are highlighted below.

- (a) Timing of the Initial Decision. If your claim for a Disability Benefit is denied, in whole or in part, you will receive written notice within a reasonable period of time, but not later than forty-five (45) days after the Plan Office receives your claim. This time limit may be extended up to another thirty (30) days if the Plan Office determines that special circumstances require extra time for processing, but in such a case, you will be notified of the reason for the delay before the expiration of the initial forty-five (45) day period, you will be told when you can expect a decision, an explanation of the standards upon which entitlement to a Disability Benefit is based, any unresolved issues that prevent a decision and any additional information needed to issue a decision.

If, prior to the end of the first thirty (30) day extension, the Plan Office determines that, due to matters beyond the control of the Plan, a decision cannot be made within the first thirty (30) day extension period, the period for making a decision may be extended up to an additional thirty (30) days provided the Plan Office notifies you prior to the end of the first thirty (30) day extension, in writing, of the circumstances requiring the extension and the date the Plan Office expects to make a decision. The notice will explain the Plan provision(s) on which the entitlement to Disability Benefits is based, the unresolved issue(s), and/or the additional information, if any, needed to resolve the issues.

- (b) What is Included in the Denial Notice? If your Disability Benefit claim is denied, in whole or in part, you will be given the opportunity for a full and fair review of the decision by the Board of Trustees or a subcommittee of Trustees. The denial notice will include the following:
- (1) The specific reason(s) for the denial;
 - (2) Reference to the specific Plan provision(s) on which the denial is based;

- (3) A description of any additional material or information necessary for you to perfect the Disability Benefit claim and an explanation of why it is necessary;
 - (4) If an internal rule, guideline, protocol or similar guideline was relied upon, it must be included in the denial notice, or the denial notice must be state that it was relied upon and will be provided free of charge upon request;
 - (5) If the determination was based on medical necessity, the denial notice must explain the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or it must include a statement that such explanation will be provided free of charge upon request; and
 - (6) A description of the Plan's review procedures, the time limits applicable to such procedures, and a statement of your right to bring a lawsuit under Section 502(a) of ERISA following an adverse benefit determination on review.
- (c) Appealing the Denial Notice. You have one-hundred eighty (180) days, rather than the sixty (60) days mentioned in 11.1(d), to file an appeal to have the Board of Trustees review the decision.
- (d) If the Appeal involves Issues of Medical Judgment. The Board of Trustees or a subcommittee of Trustees shall consult with a medical or vocational expert with appropriate training and experience in the field of medicine involved if your appeal involves issues of medical judgment. The medical or vocational expert shall be different from any individual consulted in connection with the initial determination and shall not be the subordinate of that person. If the Board of Trustees or subcommittee of Trustees consults a medical or vocational expert, he/she will be identified regardless of whether the Board of Trustees or a subcommittee of Trustees relies on his/her opinion.
- (e) The Decision on Appeal. The decision made by the Board of Trustees or a subcommittee of Trustees will include the information in 11.1(f), as well as the following:

- (1) If an internal rule, guideline, protocol or similar guideline was relied upon, it must be included or the determination notice must state that it was relied upon and will be provided free of charge upon request;
 - (2) If the determination was based on medical necessity, the determination notice must explain the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or it must include a statement that such an explanation will be provided free of charge upon request; and
 - (3) A statement advising you of other voluntary alternative dispute resolution options, and containing a statement that “one way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency.”
- (f) Voluntary Arbitration Provisions. In addition to the voluntary arbitration provisions described in Section 11.1(g), the following provisions apply to Disability Benefit appeals to arbitration:
- (1) The Plan waives any right to assert that you have failed to exhaust administrative remedies because you did not elect to submit a benefit dispute to any voluntary level of appeal provided by the Plan;
 - (2) The Plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that any such voluntary appeal is pending;
 - (3) You may elect to submit a benefit dispute to such voluntary level of appeal only after exhaustion of the required appeal procedures in 11.2(a) – (e);

- (4) The Plan will provide you, upon request, sufficient information relating to the voluntary level of appeal to enable you to make an informed judgment about whether to submit a Disability Benefit dispute to the voluntary level of appeal, including a statement that the decision of you as to whether or not to submit a Disability Benefit dispute to the voluntary level of appeal will have no effect on your right to any other benefit under the Plan and information about the applicable rules, your right to representation, the process for selecting an arbitrator, and the circumstances, if any, that may affect the impartiality of the arbitrator, such as any financial or personal interest in the result or any past or present relationship with any party involved in the review process; and
- (5) The Plan shall pay the costs and fees of the arbitration process, the arbitrator, court reporter, and hearing location. The Plan and you shall pay the fees and costs of their own legal counsel or representative.

11.3 Time to File a Lawsuit for All Denied Claims including Disability Benefits.
Any lawsuit for benefits must be filed within one (1) year of the later of the decision on appeal (11.1(f) or 11.2(e)) or the arbitrator's decision (11.1(g) or 11.2(f)) regardless of any state or federal statutes establishing a different statute of limitations.

SECTION XII.
SUSPENSION OF BENEFITS

12.1 Retirement. To receive Normal Retirement, Early Retirement or Disability Benefits, you must stop work in the Glass and Glazing Industry (defined in 12.2), subject to the limited post-retirement work exceptions explained in 12.3 and 12.4 and the post-age 70 ½ payments explained in 6.4, 9.4 and 12.5. If you do not satisfy a limited work exception, the Plan must stop paying your pension benefits until you stop work in the Glass and Glazing Industry i.e. you re-retire.

You must notify the Plan Office of any work that you reasonably believe may cause your Plan benefit payments to stop.

12.2 Glass and Glazing Industry. The type of work that can result in suspension (non-payment) of benefits is as follows:

- (a) Plan Industry means the business of installing, glazing, repairing, maintaining and handling glass that is done by any Employer whose Employees have received benefit or service credit under the Plan because such Employer did or does maintain the Plan by being obligated to make contributions to the Fund pursuant to a Collective Bargaining Agreement or any other pension agreement, or did or does such business outside the geographical area of the Union provided that service for such Employer is credited by this Plan under a reciprocity agreement or arrangement.
- (b) Glass and Glazing Industry as used in the context of the payment and nonpayment of benefits under XII means the type of business defined in 12.2(a) that is performed by any business entity, irrespective of whether such business entity, at the time of reference, did or did not have a Collective Bargaining Agreement with the Union, did or did not maintain this Plan under any other pension agreement, or did or did not have a reciprocity agreement or arrangement with this Plan.
- (c) Work In Industry. Work in the "Plan Industry" or "Glass and Glazing Industry" includes work in any capacity for an employer engaged in the Plan Industry or Glass and Glazing Industry, including but not limited to:
 - (1) Working with the tools in the glass and glazing trade or craft;

- (2) Supervising anyone working under (1);
- (3) Doing any other work for such employer in any other capacity, whether or not related to the glass and glazing work under (1).

12.3 Suspension during Ages 55–64. If a retiree works in the Glass and Glazing Industry as defined in 12.2(b) and 12.2(c) anywhere in the United States or Canada after starting to receive Plan benefits, but before Normal Retirement Age, Plan benefit payments will be suspended as provided in (a) and (b):

- (a) Contributory Work starting August 2001. Payment must stop for each calendar month in a Plan Year (August 1 through July 31) when more than fifty (50) Hours of Service are credited for which contributions are required to be made to the Fund but starting only with the first month of such Plan Year during which you complete the 500th contributory Hour of Service. For example, for the Plan Year August 1, 2015, through July 31, 2016, assume an early retiree who is age 58 returned to work for an Employer in the bargaining unit position who makes pension contributions on the early retiree’s behalf to the Fund. The early retiree’s pension benefit will be suspended as follows:

Month/Year	Hours Worked	Total Hours Worked During Plan Year	Is Benefit Suspended?
August 2015	100 hours	100 hours	No
September 2015	100 hours	200 hours	No
October 2015	100 hours	300 hours	No
November 2015	100 hours	400 hours	No
December 2015	100 hours	500 hours	No
January 2016	100 hours	600 hours	Yes
February 2016	100 hours	700 hours	Yes
March 2016	100 hours	800 hours	Yes
April 2016	100 hours	900 hours	Yes
May 2016	100 hours	1,000 hours	Yes
June 2016	100 hours	1,100 hours	Yes
July 2016	40 hours	1,140 hours	No

- (b) Non-Contributory Employment. Payment must stop for any calendar month you work one or more hours in the Glass and Glazing Industry anywhere in the United States or Canada in any capacity (working with the tools of the trade, supervising anyone who works with the tools of the trade, or in any other capacity doing work for anyone engaged in the Glass and Glazing Industry) for which a contribution is not required to the Fund on your behalf.

12.4 Suspension during Ages 65–70 ½. Once you reach age 65, the suspension rules change. If you work in the Limited Glass and Glazing Industry defined in 12.4(a), Plan benefits will be suspended as provided in 12.4(b).

- (a) Limited Glass and Glazing Industry means work in the type of business covered by the Plan Industry (defined in 12.2(a)), work in the same trade or craft in which you worked under the Plan or in supervising such trade or craft, and work in the same states which are covered by the Plan (Oregon and Washington) when your benefit payments started.
- (b) 500 Hour/50 Hour Rule. Payment must stop for each calendar month in a Plan Year (August 1 through July 31) when more than fifty (50) Hours of Service are credited for work in the Limited Glass and Glazing Industry, but starting only with the first month of such Plan Year during which you complete the 500th Hour of Service in the Limited Glass and Glazing Industry.
- (c) Work outside Oregon and Washington. At age 65 or older, you can work outside Oregon and Washington, even if it is work in the Glass and Glazing Industry or Limited Glass and Glazing Industry without suspension of Plan benefits.

12.5 Work after Age 70 ½. Starting April 1 following the calendar year when you reach age 70 ½, you can do any kind of work anywhere without suspension of Plan benefit payments. That April 1st is your Mandatory Benefit Starting Date (“MBSD”) when the Plan will start making monthly payments. See 6.4 and 9.4 for more information about your MBSD.

12.6 Duty to Notify Plan Office of Re-Employment. You must notify the Plan Office in writing within thirty (30) days following the start of employment that is or may be in the Glass and Glazing Industry or Limited Glass and Glazing Industry. Failure to comply with this requirement can add to the length of time your payments are suspended. You must also notify the Plan Office in writing when you end your employment in the Glass and Glazing Industry or Limited Glass and Glazing Industry. Otherwise, the Board of Trustees will assume that you are still working in the Glass and Glazing Industry or Limited Glass and Glazing Industry.

12.7 Resumption of Payments after Suspension. When you stop employment that resulted in a suspension of benefits, monthly benefit payments shall resume as follows:

- (a) When. Payment generally must start by the third calendar month after the end of the suspension period. If employment continues past age 70 ½, payment must start by the mandatory benefit starting date explained in 6.4, 9.4 and 12.5.
- (b) Additional Credited Service. If you earn additional Benefit Accrual Service during your employment, you will earn an additional benefit.
- (c) Recovery of Overpaid Benefits. If you received benefit payments during any period of employment where benefits should have been suspended under the rules in 12.3 or 12.4, the Fund shall recover such overpayment by withholding up to 100% of the initial payment and 25% of each future payment until the full overpayment has been recovered.

SECTION XIII. LIFE EVENTS

13.1 General Information. This Section discusses life events that often prompt questions about their effect on Plan participation and benefits. If you have questions that are not answered below, please contact the Plan Office.

13.2 If you get Married. If you get married, please contact the Plan Office to update your records.

If you are married on your Retirement date, you will need your Spouse's written consent if you want to receive a pension other than a 50%, 75% or 100% Surviving Spouse Annuity. See VII for more information about pension payment forms.

13.3 If you get Divorced. If you get divorced, please contact the Plan Office to update your records.

If you were married in the past, remember your former Spouse may have rights that reduce or eliminate your pension benefit that could be paid to you and your new Spouse per the terms of a Qualified Domestic Relations Order (QDRO).

A QDRO may require the Plan to pay all or part of your pension benefit to your former Spouse for reasons such as spousal or child support, or division of marital property. Pension payments may be delayed if a copy of a QDRO is not filed with the Plan Office prior to your Retirement date. The Plan has written procedures for processing a QDRO. The procedures are available by contacting the Plan Office and there is no charge for the procedures.

If you divorce after your Retirement date, the Spouse to whom you were married when you retired may be awarded all or part of your monthly benefit under a QDRO. This is true regardless of the payment form you elected. In addition, if you elected a 50%, 75% or 100% Surviving Spouse Annuity and then divorce, the Spouse to whom you were married on your Retirement date remains entitled to the survivor benefit after a divorce.

If you remarry after retiring on a 50%, 75% or 100% Surviving Spouse Annuity , your new Spouse will not be entitled to the survivor benefits.

13.4 Obtaining a QDRO. Either you or your former Spouse may obtain a QDRO. Ask your attorney to contact the Plan Office regarding your divorce. The Plan Office or the Plan's attorney will supply you with pertinent information pertaining to the procedures for processing a QDRO.

Your attorney or your former Spouse's attorney should prepare a Domestic Relations Order (DRO) based on your particular situation. Once the DRO has been approved by all parties, it should be sent to the Plan's attorney for review. The Plan's attorney will provide the parties with an advance determination whether the Plan will find the DRO to be qualified. Once the QDRO is filed with the Court, a certified copy must be filed with the Plan Office before any benefits can be paid to your former Spouse.

13.5 QDRO Requirements. A QDRO must meet the requirements set forth in 26 U.S.C. § 414(p) of the Code and 29 U.S.C. § 1056(d) of ERISA. A QDRO must clearly specify:

- (a) The name and last known mailing address of the Participant and each alternate payee (for example, a former Spouse) covered by the QDRO;
- (b) The amount or percentage of a Participant's benefit to be paid by the Plan to the alternate payee or the manner in which the amount or percentage is determined;
- (c) The date or dates when benefit payments are to commence to the alternate payee;
- (d) The number of payments and/or time period to which the QDRO applies; and
- (e) The name of the Plan to which the QDRO applies, i.e. Western Glaziers Retirement Plan.

The QDRO cannot require the Plan to:

- (a) Provide any type or form of benefit or any option not otherwise provided under the Plan;
- (b) Provide increased benefits (determined on the basis of actuarial value);

- (c) Pay benefits to an alternate payee in the form of a 50%, 75% or 100% Surviving Spouse Annuity for the lives of the alternate payee and his/her current spouse; nor
- (d) Pay benefits to an alternate payee that are required to be paid to another alternate payee under another DRO previously determined to be a QDRO.

13.6 If you Move. If you move, please contact the Plan Office to report your change of address. This is very important because you do not want to miss receiving information about your pension or your pension checks if you have already retired.

13.7 If your Spouse Dies. If your Spouse dies, please contact the Plan Office to update your records.

If your Spouse's death occurs as you are about to start receiving your pension, you should discuss your pension form with the Plan Office to make sure it is still appropriate for your situation.

If you have already started receiving your pension in the form of a 50%, 75% or 100% Surviving Spouse Annuity, contact the Plan Office upon your Spouse's death because your pension may "pop up" to a single life annuity. See 7.4(a).

13.8 Overpayment of Benefits. If you, your Spouse, Beneficiary, or an alternate payee receives an erroneous payment or overpayment from the Plan, the erroneous payment or overpayment may be collected by the Plan in accordance with applicable Code and ERISA guidelines. The permissible methods of collection include reducing future benefit payments.

SECTION XIV. INCOME TAXES

14.1 Payments are Taxable Income. All Plan payments are taxable income for purposes of federal and state income tax. Any payee can elect to have, or not have, taxes withheld from each monthly check.

14.2 Lump Sum Payments. Any lump sum payment to a Participant, Spouse, Beneficiary or alternate payee under a QDRO generally can be transferred, without taxation, to another tax qualified retirement plan or IRA, provided the recipient directs the Plan to make a trustee-to-trustee rollover transfer without payment to the individual. See 10.4. Lump sum distributions which are eligible to be rolled over will be subject to mandatory federal income tax withholding of 20% if the distribution is not directly rolled over.

Each death benefit beneficiary should contact the Fund's Plan Office for an explanation of the applicable rules and options.

14.3 Relationship to Social Security Benefits. Plan benefits and Social Security benefits are separate. The benefits payable by the Plan are in addition to benefits paid under Social Security. Plan benefits will not reduce your Social Security benefits.

14.4 Non-Assignment of Benefits. The Plan prohibits borrowing against or assigning any benefits, except the Plan must recognize a QDRO arising out of a divorce or other domestic relations action, including alimony, child support, or other support obligations. See 13.3. The Plan must comply with garnishments for past due taxes issued by the Internal Revenue Service.

SECTION XV.
GENERAL PLAN INFORMATION REQUIRED BY ERISA

The following information is provided to conform to the requirements of ERISA.

15.1 Name of the Plan. The name of the Plan is the Western Glaziers Retirement Plan.

15.2 Type of Plan. The Plan is a multiemployer defined benefit pension plan. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry

15.3 Name of Plan Sponsor. The Board of Trustees (consisting of three Union Trustees and three Employer Trustees) is charged with the responsibility of administering the Plan and the Fund and investing the Fund's assets pursuant to the Trust Agreement which defines the nature and extent of the Board of Trustees' powers and duties. The Board of Trustees serves as both Plan Administrator and Plan Sponsor as those terms are defined in ERISA.

15.4 Plan Administration, Interpretation of the Plan and Benefit Booklet. The Board of Trustees, a subcommittee of Trustees and/or its duly authorized designee(s) has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan, including the terms of this Benefit Booklet, the Trust Agreement and any other Plan documents, and to decide all matters arising in connection with the operation or administration of the Plan and Fund.

Without limiting the generality of the foregoing, the Board of Trustees, a subcommittee of Trustees and/or its duly authorized designee(s) shall have the sole and absolute discretionary authority to:

- (a) take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan;
- (b) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with the terms of the Plan (any such Plan, rules, regulations or policies may be amended from time to time);

- (c) decide questions, including legal or factual, relating to the entitlement, calculation and payment of benefits under the Plan, resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, including this Benefit Booklet, the Trust Agreement or other Plan documents;
- (d) process, approve or deny benefit claims; and
- (e) determine the standard of proof required in any case.

All determinations and interpretations made by the Board of Trustees, a subcommittee of Trustees and/or its duly authorized designee(s) will be final and binding upon all Participants, Spouses, Beneficiaries and any other individuals claiming benefits under the Plan.

15.5 Name and Address of the Person Designated as Agent for the Service of Legal Process.

Ryan Stephens
 The William C. Earhart Company, Inc.
 3140 NE Broadway
 Portland, OR 97232

Legal process also may be served on any Trustee.

15.6 Names, Titles and Addresses of Trustees.

Union Trustees

William Vonderohe
 17425 SE Tong Road
 Damascus, OR 97089

Todd Springer
 Glaziers, Architectural Metal and
 Glassworkers Local Union 740
 11105 NE Sandy
 Portland, OR 97220

Employer Trustees

Michael Worthington
 Centennial Glass Co.
 7358 SE 92nd Avenue
 Portland, OR 97266

Kevin Gjesdal
 Benson Industries, Inc.
 1650 NW Naito Parkway, Suite 250
 Portland, OR 97209

Union Trustees

Bruce Neelands
4030 NE 142nd Avenue
Portland, OR 97230

Employer Trustees

Jerry Fisher
Culver Glass Company
2619 NW Industrial Street
Building B, Suite 3
Portland, OR 97210

15.7 Description of the Relevant Provisions of Collective Bargaining Agreements. The Fund was established and continues as prescribed in various Collective Bargaining Agreements between Glaziers, Architectural Metal and Glassworkers Local Union 740, and the Mt. Hood Glass Management Association, Inc., and independent Employers. A complete list of employers and unions that are parties to the Collective Bargaining Agreements and copies of Collective Bargaining Agreements shall be provided to Participants and Beneficiaries at a reasonable cost and are available for examination upon written request to the Plan Office.

15.8 Identity of Organizations through which Benefits are Provided. Employers under the provisions of Collective Bargaining Agreements and other participation agreements make contributions to the Fund.

Benefits are paid directly from the Fund with the assistance of an independent contract administrator, The William C. Earhart Company, Inc., which serves as the Fund's Plan Office.

The Board of Trustees also employs a number of other professionals to assist it with the Plan's administration, including actuaries, attorneys, accountants, investment managers, etc.

15.9 Plan Requirements regarding Eligibility for Participation and Benefits. An Employee is eligible to participate when contributions are required to be made to the Fund on such Employee's behalf. Contributions are required to be made for work in a job classification covered by a Collective Bargaining Agreement or other participation agreements. See detailed summary of eligibility and participation rules at 1.1 – 1.9.

15.10 Fund Assets and Access to Fund Assets. The assets that fund the Plan are held in a trust, which is a legal entity that is separate and distinct from the Union or any of the Employers. The Plan is financed wholly from Employer contributions and from the income and earnings on the Fund's investments. No employee contributions are permitted.

None of the Fund's assets can be looked to for the purpose of paying or satisfying any liabilities of the Union or of any Employer. Except as may be otherwise provided by law, no part of the Fund's assets can ever revert to the Union or to any Employer.

In certain circumstances a Participant's benefits might be required to be paid to his or her Spouse, former Spouse or child under the terms of a QDRO. See 13.3.

Except as may be required or permitted by law, a Participant's benefits may not be transferred or assigned or be subject to the claims of any creditors. Benefit payments may be withheld in order to enforce this provision of the Plan or, if a Participant is unable to care for his or her affairs, to assure that such payments will be used for the benefit of the Participant and Spouse.

15.11 Description of Circumstances Which May Result in Denial or Loss of Benefits. The following is a brief description of some (but not necessarily all) circumstances under which your Plan benefits may be lost or reduced:

- (a) Separation from Covered Employment before you become Vested can result in loss of your Credited Service and Accrued Benefit. See 1.6, Vesting, and 1.7, Break in Service and Forfeiture.
- (b) Death before becoming Vested and after a two consecutive Plan Year (August 1 to July 31) period when less than 600 Hours of Service are credited will end your right to a lump sum death benefit. See 2.1(b), Lump Sum Death Benefit.
- (c) Death before you become Vested, and death while you are unmarried or married less than one year (whether Vested or not), precludes payment of any surviving Spouse annuity. See II, Death Before Retirement, 7.2, Single Life Annuity, and 7.3, Surviving Spouse Annuity .
- (d) Death of a Spouse before death of the Participant ends the Surviving Spouse Annuity. See VII, Form of Benefit Payment.
- (e) QDRO requiring payment to your former Spouse or dependent children will reduce the amount you can receive. See 13.3.

- (f) After Retirement, return to work in the Glass and Glazing Industry or Limited Glass and Glazing Industry can cause your Plan benefit payments to stop. See XII, Suspension of Benefits.
- (g) Recovery from disability will cause your disability benefits to end (but you may, if age fifty–five (55) or older, qualify to receive either Early or Normal Retirement Benefits). See III, Permanent and Total Disability Benefit.
- (h) If the Plan becomes insolvent, benefits may be reduced. See 15.21.

15.12 Plan Year. August 1 to July 31.

15.13 Record Keeping Period. August 1 to July 31. This is the same as the Plan Year.

15.14 Employer Identification Number and Plan Number. The Employer Identification Number assigned to the Plan by the Internal Revenue Service is 93–6074376. The Plan Number is 001.

15.15 Governing Law. The Plan is governed by and construed in accordance with the Code, ERISA and the laws of the State of Oregon, where applicable.

15.16 Compliance with the Code and ERISA. The Plan is intended to comply with all requirements for qualification under the Code and ERISA and if any provision of the Plan or Benefit Booklet is subject to more than one interpretation or any term is subject to more than one construction, such ambiguity shall be resolved in favor of the interpretation or construction which is consistent with the Plan or Benefit Booklet complying with the Code and ERISA. If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions and the Plan shall be construed and enforced as if such provision had not been included.

15.17 Obtaining Copies of Plan Documents. Copies of the following Plan documents are available for inspection at the Plan Office during regular business hours:

- (a) The text of the Plan and amendments.
- (b) The Trust Agreement and amendments.

- (c) The latest Summary Plan Description/Benefit Booklet and any summaries of material modifications after this Benefit Booklet is printed.
- (d) Any periodic actuarial report (including any sensitivity testing) received by the Plan for any Plan Year, which has been in the Plan's possession for at least thirty (30) days.
- (e) Any quarterly, semi-annual or annual financial report prepared for the Plan by any Plan investment manager or advisor or other fiduciary, which has been in the Plan's possession for at least thirty (30) days.
- (f) Audited financial statements for the Plan for any Plan Year.
- (g) Any application filed with the Secretary of the Treasury requesting an extension under Section 304(d) of ERISA or Section 431(d) of the Code and the determination of the Secretary of the Treasury pursuant to such application.
- (h) For any Plan Year that the Plan was in critical or endangered status, the latest funding improvement or rehabilitation plan and the contribution schedules applicable with respect to such funding improvement or rehabilitation plan.
- (i) The annual funding notice for each Plan Year.
- (j) A full annual report (Form 5500) for each Plan Year.
- (k) Copies of Collective Bargaining Agreements.

Upon written request, copies will be furnished by mail. There may be a charge for copies of the full annual report or the Collective Bargaining Agreements, so you should contact the Plan Office to find out what the charge will be before sending your request.

A copy of any Collective Bargaining Agreement that provides for Contributions to the Fund will also be available for inspection within ten (10) calendar days after written request at the Union office or the office of any Employer to which at least fifty (50) Employees report to work each day.

15.18 Remedies Available under the Plan for the Redress of Claims which are Denied in Whole or Part. If your claim is denied or reduced, you will receive a letter setting out in detail the specific reasons for the denial or reduction of your claim. If you are not satisfied with that explanation, you may file with the Board of Trustees a written appeal stating your reasons and proofs. The procedures and deadlines to pursue review of denied or reduced claims are summarized in XI, Claim and Appeal Procedures.

Only the Board of Trustees is authorized to interpret the Plan described in this summary. No Employer or the Union nor any person acting in the capacity as a representative of any Employer or the Union is authorized to interpret the Plan, nor can any such person act as an agent of the Board of Trustees. If you want to rely on any information regarding the Plan, such information must be communicated to you in writing signed on behalf of the Board of Trustees, by the Trustees individually, or, if expressly authorized by the Board of Trustees in writing, signed by an authorized individual from the Plan Office.

15.19 Procedures to be Followed in Presenting a Claim for Benefits under the Plan. Obtain a pension application form from the Plan Office. Complete and return the form to:

Western Glaziers Retirement Plan
c/o The William C. Earhart Company, Inc.
(3140 N.E. Broadway) P.O. Box 4148
Portland, Oregon 97208
(503) 460-5229
Toll Free (877) 396-1029

A Plan Office representative will review your benefit options under the Plan. You choose the form and timing of payment of your benefits by completing the appropriate forms in writing. For details, see X, Claiming Your Benefit.

If you have questions about your Plan benefits or how to make application, contact the Plan Office.

15.20 Plan Termination and Plan Amendment. Although the Plan is intended to be permanent, the Board of Trustees reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Plan in whole or in part, by an amendment adopted in writing by the Board of Trustees, for any reason, at any time and with respect to Participants and Beneficiaries who are or may become covered under the Plan. If the Plan is amended, modified or terminated, in whole or in part, your future ability to participate in the Plan and/or to receive benefits thereunder, as well as the type and amount of benefits provided under the Plan, may be modified or terminated.

If the Board of Trustees terminates the Plan, you will become 100% Vested in the benefit you have earned as of the Plan's termination date to the extent the Plan is then funded.

15.21 Plan Termination Insurance. Your retirement benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency, under its multiemployer plan program.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits that are at least equal to the PBGC's guaranteed benefit limit when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's Years of Service multiplied by (1) 100% of the first \$11.00 of the monthly benefit accrual rate and (2) 75% of the next \$33.00. The PBGC's maximum guarantee limit is \$35.75 per month times a Participant's Years of Service. The maximum annual guarantee for a retiree with 30 Years of Service would be \$12,870.

The PBGC guarantee generally covers:

- (a) Normal and Early Retirement benefits;
- (b) Disability Retirement benefits, if you become disabled before the Plan becomes insolvent; and
- (c) Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- (a) Benefits greater than the maximum guaranteed amount set by law;
- (b) Benefit increases and new benefits based on Plan provisions that have been in place for fewer than five (5) years at the earlier of: (i) the time the Plan terminates or (ii) the time the Plan becomes insolvent.
- (c) Certain early retirement benefits (such as supplemental benefits that stop when you become eligible for Social Security) if they result in early retirement monthly benefits that are greater than you monthly benefit at the Plan's normal retirement age.
- (d) Benefits that are not Vested because you have not worked long enough.
- (e) Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent.
- (f) Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the PBGC:

PBGC Technical Assistance Division
1200 K Street NW, Suite 930
Washington, D.C. 20005-4026

Or, you may call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension program is available through the PBGC's website at <http://www.pbgc.gov/multiemployer>.

15.22 ERISA Rights. As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Participants shall be entitled to:

(a) Receive Information About Your Plan and Benefits.

- (1) Examine, without charge, at the Plan Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.
- (2) Obtain, upon written request to the Board of Trustees, copies of documents governing the operation of the Plan including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) an updated summary plan description, and other Plan information upon written request to the Plan Office. The Board of Trustees may make a reasonable charge for the copies.
- (3) Receive a copy of the Plan's annual funding notice. The Board of Trustees is required by law to furnish each Participant with a copy of this annual funding notice.
- (4) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working in Covered Employment now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

- (b) Prudent Actions by Fiduciaries. In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Participants and Beneficiaries. No one, including your Employer, your Union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

- (c) Enforce Your Rights. If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require Board of Trustees to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Board of Trustees.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the United States Department of Labor or you may file a suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

- (d) Assistance with Your Questions. If you have questions about your Plan, you should contact the Plan Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Office, you should contact the nearest office of the Employee Benefits Security Administration (“EBSA”), U.S. Department of Labor, listed in your telephone directory. Alternatively, you may obtain assistance by calling EBSA toll free at (866) 444-3272 or writing to the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of EBSA. For single copies of publications, contact the EBSA Brochure Request Line at (866) 444-3272 or contact the EBSA field office nearest you.

You may also find answers to your Plan questions and the locations of EBSA field offices at the EBSA website at www.dol.gov/ebsa.

SECTION XVI.
GLOSSARY OF TERMS

16.1 Beneficiary means a person other than an Employee or Participant who is receiving or may be entitled to receive benefits from the Plan because of his designation for such benefits by an Employee or Participant or by the terms of the Plan.

16.2 Benefit Accrual Service is defined in 1.3

16.3 Benefit Booklet means this booklet and any summaries of material modifications to this Benefit Booklet.

16.4 Board of Trustees means the individuals designated as Employer Trustees and Union Trustees pursuant to the terms of the Trust Agreement for the Fund and their successors.

16.5 Code means the Internal Revenue Code of 1986, as amended or replaced from time to time, and any regulations issued pursuant thereto.

16.6 Collective Bargaining Agreement means an agreement between an Employer and the Union or District Council No. 5 (or another union with the Board of Trustees' approval) including any amendments, extensions, renewals or successor agreements, the terms of which require the Employer to make contributions to the Fund for the purpose of providing the benefits described in the Plan.

16.7 Contributory Service is defined in 1.3(a).

16.8 Covered Employment is defined in 1.1.

16.9 District Council No. 5 means the International Union of Painters and Allied Trades, District Council No. 5, and any successor in interest.

16.10 Employee means any person in Covered Employment who is receiving or entitled to receive wages for services rendered to an Employer or would be receiving such wages except for an approved leave of absence.

16.11 Employer is defined in 1.1.

16.12 ERISA means the Employee Retirement Income Security Act of 1974, as amended or replaced from time to time, and any regulations issued pursuant thereto.

16.13 Fund means the Western Glaziers Retirement Fund.

16.14 Glass and Glazing Industry is defined in 12.2.

16.15 Hours of Service is defined in 1.5.

16.16 Normal Retirement Age means:

- (a) Age 65 if Vested; or
- (b) If applicable, the higher age of the Participant when the Participant first becomes Vested or, if earlier, attains the fifth anniversary of the date the Participant commenced participation in the Plan. If the Participant did not have one Hour of Service on or after August 1, 1988, substitute "tenth" for "fifth."

16.17 Participant means a person who is an Employee in Covered Employment participating in the Plan or who has been in such employment, but has not ended participation in the Plan. A Participant ends participation in the Plan on the earliest of the following dates subject to re-qualifying as a Participant upon later return to Covered Employment:

- (a) Termination of employment if not Vested;
- (b) First plan break year if not Vested; or
- (c) Completion of payment of all Vested benefits.

16.18 Permanent and Total Disability is defined in 3.1(a).

16.19 Plan or Plan Document means the Western Glaziers Retirement Plan, 2015 Restatement, as amended or restated from time to time.

16.20 Plan Office means the company appointed by the Board of Trustees from time to time to perform the day to day administration of the Plan and maintain records for the Plan. Contact information for the Plan Office is:

The William C. Earhart Company, Inc.
P.O. Box 4148
Portland, OR 97208
(503) 460-5229
(877) 396-1029

16.21 QDRO means a qualified domestic relations order.

16.22 Retirement is defined in 4.1.

16.23 Spouse is defined in 2.6.

16.24 Total Service Benefit is defined in 6.1(a).

16.25 Union means Glaziers, Architectural Metal & Glass Workers Local Union No. 740 and any successor in interest.

16.26 Vested or Vesting is defined in 1.6.