WESTERN GLAZIERS RETIREMENT PLAN

Summary Plan Description
as of August 1, 2008

Retirement Plan Document
2008 Restatement

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WESTERN GLAZIERS RETIREMENT PLAN

FOREWORD:

The Trustees are pleased to present this description of your pension benefits under the Western Glaziers Retirement Plan ("Plan"). Your pension will provide financial security during your retirement.

Summary. Pages 1-31 set forth the Plan's summary plan description (SPD), which replaces and supersedes prior materials distributed about your Plan benefits (including, but not limited to the August 1, 2002 SPD and subsequent material modifications) and is intended to explain the major provisions of the Plan in simplified language. In general, the SPD 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 SPD is meant to interpret, extend, or change in any way the provisions expressed in the text of the official Plan document. If there is any discrepancy between the SPD and the Plan Documents, the Plan Documents will govern.

Plan Controls. Following the SPD is the official text of the Retirement Plan as of August 1, 2008. If there is any discrepancy between the SPD and the official Plan document, the official Plan document will govern to define your rights and benefits.

Read and Save This Booklet. It is best that you understand this Plan now, so you can be as prepared as possible for retirement. Read this booklet, and save it for future reference.

Questions. Should you still have questions after reading this description of your Plan, please contact the Fund's Administrative Office by mail, telephone or in person.

Only the full Board of Trustees is authorized to interpret the Plan described in this SPD. Only the Board of Trustees may give binding answers, and then only if you have furnished full and accurate information concerning your situation. No employer or Union or any representative of any employer or Union is authorized to interpret the Plan 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 Plan provisions.

The Trustees

SUMMARY OF IMPORTANT CHANGES SINCE AUGUST 1, 2002 BOOKLET

This Summary Plan Description booklet replaces the Summary Plan Description booklet dated August 1, 2002. Important changes during the last six years include:

1. Benefit Rate. Reduction of the 2.9% benefit crediting rate (which is multiplied by contributions made for you to the Plan) to 2.5% for active contributory work during the period 8/1/03 to present. See 6.1(c)(2). The change was needed to assure that the Plan will be able to continue paying all benefits in full and on time. The 2.5% rate previously was in effect during the period 8/1/80 to 3/31/85.

2. Qualified Military Service. Effective for Plan Participants returning to Covered Employment from qualified service in the U.S. military or other uniformed service on or after 1/1/06, the Plan will fund and pay all benefits attributable to such uniformed service. See 1.3(c).

3. Retroactive Annuity Starting Date. Effective for Postponed Retirements starting on and after 1/1/04, where Normal Retirement Benefits begin after a Plan Participant's Normal Retirement Date, the affected Plan Participant, with spousal consent, will have the option to receive (i) retroactive benefits (with interest at 5% per annum) plus a slightly smaller future monthly benefit, or (ii) just future monthly benefits that have been actually increased to account for the missed retroactive payments. See 9.3.

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I. SERVICE THAT COUNTS FOR BENEFITS

1.1 Plan Participant. Any individual who is employed by an Employer in Covered Employment is eligible to be a Plan Participant. You will continue to be a Plan Participant as long as you continue in Covered Employment and do not suffer a Plan period break (explained in 1.7).

Employer means (a) any corporation, individual or partnership which is bound by a collective bargaining agreement with the Union to make contributions to the Fund, (b) the Union, if the Union contractually extends Plan coverage to its employees and makes appropriate contributions to the Fund, and (c) District Council 5, International Brotherhood of Painters and Allied Trades, AFL-CIO CLC, if it contractually extends coverage to its employees who are members of the Union and makes appropriate contributions to the Fund.

Covered Employment means any employment covered by a collective bargaining agreement with the Union (or by any other Pension Agreement accepted by the Trustees) which requires contributions to be made to the Western Glaziers Retirement Fund (the "Fund") on your behalf to fund retirement benefits.

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 service credit 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 period, you might lose your nonvested service and benefit credit, as explained in 1.7.

1.3 Benefit Accrual Service. You will accrue 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 this Plan to fund your benefits.

(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 Plan 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"). Starting with Plan Participants returning from USERRA Qualified Service on or after January 1, 2006, the Plan will fund and pay all benefits attributable to such USERRA Qualified 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 described in (a) – (c):

(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 type of service:

(d) Non-Contributory Service for a participating (contributing) Employer after the date when that Employer becomes obligated to make contributions to this Plan, provided your Non-Contributory (*e.g.,* not bargaining unit) Service immediately precedes or follows a period of Contributory (*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-Covered Employment.

1.6 Vesting. Vesting means that your Years of Service and Accrued Benefit under the Plan cannot be lost 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.

(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.

(b) Ten Service Years (8/1/76 through 7/31/97). Anyone participating on or after August 1, 1976, but before August 1, 1997, becomes vested after completing ten (10) Years of Service.

(c) 20,000 Hours (8/1/73 through 7/31/76). If you became a Plan Participant on or after August 1973, but before August 1976, you became vested when you had accumulated 20,000 Hours of Service without a break, provided you reached 20,000 hours in FEWER than ten (10) years.

(d) Minimum Benefit (Start Before 8/1/73). If you were a Plan Participant before August, 1973, you became vested when your Total Service Benefit reached $38.50, of which total $26.25 is from Contributory Service (after contributions to the Plan 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 a participating 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 a participating Employer, you have a Break in Service; a break under (a)(1) below means that you stop being a Plan Participant; (2) the second part determines when, after a series of breaks, your **nonvested** service and benefits earned before the breaks will be permanently lost (forfeited). You must forfeit under **both** rules to lose credit for your pre-break service. Once you are vested, your Credited Service and Accrued Benefit cannot be forfeited simply because you stop working for a contributing 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 Plan 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 **nonvested** Plan 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 Plan 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 any **one** Plan Year (August 1 to July 31) when a Plan Participant earns **500 or fewer** Hours of Service.

(2) Forfeiture. An **ERISA Permanent Break** occurs with respect to a **nonvested** Plan 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 Plan Participant.

The following table illustrates how (a) and (b) work under both break rules using the 10-year vesting rule in 1.6(b):

	Earliest Time When a Permanent Break (Forfeiture) Can Occur	
Pre-Break Years of Service	1.7(a)(2) Consecutive Plan Two-Year Break Periods	1.7(b)(2) Consecutive ERISA Break Years
1	5th 2-year break	5th break year
2	5th 2-year break	5th break year
3	5th 2-year break	5th break year
4	5th 2-year break	5th break year
5*	**5th 2-year break**	**5th break year**
6	6th 2-year break	6th break year
7	7th 2-year break	7th break year
8	8th 2-year break	8th break year
9	9th 2-year break	9th break year
10	Not applicable because you are vested	Not applicable because you are vested
* If you have at least one hour of service credited on or after 8/1/97, you become vested when you complete your fifth year of service – see 1.6(a). **Once you vest, there can be no Permanent Plan Break or forfeiture.**		

Remember that your pre-break Years of Service and Accrued Benefit cannot be lost unless there is a **Permanent Break under <u>both</u> rules**. For example, working just 300 hours each Plan Year will result in an ERISA Permanent Break at the end of the fifth year, but there would be no Plan Two-Year Break, Permanent Plan Break or forfeiture (because 600 hours are worked in each two-year measuring period).

(c) <u>Reinstatement of Pre-Break Service</u>. 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 nonvested 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 (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)(1) and (b)(1). You avoid a Break in Service for each of the following periods.

(a) Uniformed Service. Any absence from employment due to Qualified Military or other uniformed service that is protected by USERRA or other federal law. Any such USERRA Qualified Service will count for the plan's vesting and benefit service provisions. Although your Employer is required to notify the Administrative Office of your Qualified Military service, you should make sure that the Administrative 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 Trustees within ninety (90) days after the date your disability ends.

(c) Approved Leave. Leave of absence approved by the Trustees.

(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 rights end 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 credited employment.

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 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 a year, your surviving spouse must receive monthly annuity payments for the remainder of his or her life, starting right after your death, or on a date picked by your spouse from spouse's age 55 to 70.

The 50% Surviving Spouse Annuity is equal to one-half (50%) of what you would have received if you retired with a 50% Joint and Survivor Spouse Annuity under 7.2(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 different form of payment, in which case:

(A) You can name your children, parents or other nonspouse beneficiary(ies) to receive the lump sum benefit ((2) below, if payable); or

(B) You can name your spouse, who can choose either a complete lifetime annuity, or a complete lump sum distribution, or a combination of a smaller 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)(1) if you have left Covered Employment.

If you were a Plan Participant after August 15, 1983 (or before August 1, 1973, or both), of 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 Plan Participants who died before August 16, 1983, the death benefit was a specified dollar amount, which does not apply to current Plan Participants.

2.2 Interrelationship of 2.1(a) and 2.1(b). If, at the time of your death, you were both fully vested and married for at least a year – but had incurred a Plan Two-Year Break, the only death benefit available is the 50% Surviving Spouse Annuity.

If, at the time of your death, you either were not married for at least a 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 Plan Participants will qualify for preretirement death benefits under both 2.1(a) and 2.1(b). If so:

- 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;

- The **form** of payment can be a lifetime annuity only, or a lump sum only, or a combination of a smaller annuity and a smaller lump sum; and

- The **recipient** can be the spouse, or (if the spouse gives written consent) someone else named as beneficiary.

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

(a) Reject the 50% Surviving Spouse Annuity (with consent of your spouse);

(b) Designate your beneficiary(ies).

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

2.4 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 Administrative 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 Administrative Office before any beneficiary payments are made.

NOTE: 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 is final. However, please note that a QDRO may affect your benefits. See XII.

2.5 Recipient if No Designated Beneficiary. It is important that you have an up-to-date beneficiary designation form on file with the Administrative Office. Contact the

Administrative Office if you are not sure whether you have such a form on file, or if you would like to change your existing beneficiary designations.

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.

III. DISABILITY BENEFIT

3.1 Disability Benefit Eligibility. Should you become **Permanently and Totally Disabled** while actively employed **OR** before suffering a Plan Two-Year Break, and you have at least **five (5)** Years of Service, you may file an application to receive the monthly 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**. To be considered Permanently and Totally Disabled, the 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 the Social Security Disability Award is merely evidence that 3.1(a) has been satisfied; but it is not dispositive. 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 Trustees must deny your application for the Plan's Disability Benefit.

3.2 Duration of Disability Benefits. Your Disability Benefit will continue as long as you continue to satisfy the Trustees that you are 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 do not return to work in the Glass and Glazing Industry as explained below in XI.

3.3 Recovery from Disability. If you recover from your disability or lose your entitlement to a Social Security Disability Award before you have attained age 65, your Disability Benefit will stop. If you are receiving Disability Benefits you must notify the Fund's Administrative Office in writing within thirty (30) days after the earliest date you (a) recover from your 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 below in IV. Your eligibility for Normal or Early Retirement benefits will be unaffected by your previous receipt of a DisabilityBenefit.

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. There are limited circumstances (explained elsewhere in this summary) when limited work can be performed for a participating Employer without interrupting or preventing the flow of monthly benefits payments. See XI.

(b) **Approved Application**. You must complete and submit your Application for Retirement benefits, including all required supporting documentation. Your Application must be approved before payment can begin. 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 11.2), you may be entitled to an Early Retirement Benefit explained in 6.2 if you are at least **age 55** and have met any one of the three 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 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**.

OR

(c) **15-Year Rule (8/1/88).** Have fifteen (15) or more Years of Service and were **active on August 1, 1988**, or **had Contributory Service after August 1, 1988**.

Depending on which of 4.2(a), (b) or (c) 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. You will continue to receive your monthly Early Retirement Benefit for life if you do not return to work in the Glass and Glazing Industry, as explained below in XI.

4.4 Active on 8/1/88**.** 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 in the twenty-four (24) month period from August 1, 1986 to July 31, 1988 or (b) you satisfy the Trustees that you were entitled to an excused leave on August 1, 1988 because of a disability.

V. NORMAL RETIREMENT BENEFIT

5.1 Normal Retirement Eligibility. You will be entitled to a Normal Retirement Benefit if you stop working in the Glass and Glazing Industry and 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 Plan 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 monthly Normal Retirement Benefit for life if you do not return to work in the Glass and Glazing Industry, as explained below in XI.

VI. AMOUNT OF BENEFIT

The amount of any Normal Retirement, Early Retirement or Disability Benefit to which you may be entitled is based on your **vested Total Service Benefit**.

6.1 Normal Retirement (Age 65). The monthly benefit rates set forth below are the amounts payable per month to a Plan Participant who retires at age 65 and receives the basic form of 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** is your Past Service Benefit (before contributions to the Plan began starting August 1, 1962) plus your Contributory Service Benefit after July 31, 1962 (which includes Reciprocal Contributory Service and USERRA Qualified Service as explained in 1.3(b) and (c)). A Plan Year is August 1 through July 31.

(b) **Your Past Service Benefit** is determined as follows:

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 that 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 $3.85 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 Industry (global), up to a maximum Past Service Benefit of $38.50.

(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 age 65 benefit is **$0.0028 times each hour** for which you were paid or entitled to be paid by your Employer;

PLUS

(2) **August 1, 1970 and after.** For Contributory Service on and after August 1, 1970, the monthly age 65 benefit is a **stated percentage multiplied by all contributions** paid or payable for your contributory employment during a specified period (Column (b) below). The percentage depends on the date you start receiving Retirement benefits (Column (a) below).

Column (a)	**Column (b)**				
Date of First Retirement Benefit Payment	**Percentage Rate to Multiply By Contributions For You During the Stated Time Period**				
	8/l/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 and After**
(i) 8/l/80 to 3/31/85	2.5%	2.5%	N/A	N/A	N/A
(ii) 4/1/85 to 7/31/86	2.6%	2.6%	N/A	N/A	N/A
(iii) 8/l/86 to 7/31/88	2.9%	2.9%	N/A	N/A	N/A
(iv) **8/l/88 and after** if not active 8/1/88	3.2%	**3.2%**	4.2%	2.9%	**2.5%**
(v) **8/l/88 and after if active on 8/l/88**	3.2%	4.2%	4.2%	2.9%	**2.5%**

(The August 1, 1980, benefit increase set forth an alternative benefit rate which substituted $0.0028 per hour for the percentage rates in Column (b) and increased both the Past Service and Contributory Service rates by ten percent (10%) (Past Service increased from $3.85 to $4.235 and Contributory Service increased from $0.0028 to $0.00308). Anyone who did or would get a higher benefit under that alternative will receive it. But it is expected that anyone who retires hereafter will get a larger benefit under the percentage rates explained in Columns (a) and (b) above.)

(d) **Normal Retirement – Example A:**

Entered industry April 1960; retired July 2008 after 48 years	Normal Retirement Benefit
Worked 430 hours in April through July of 1960	None
Worked 500 or more hours in Plan Year ended 7/31/61	$ 3.85

Plan Year ended 7/31/62	3.85
2 years Past Service Benefit	$7.70
Worked 13,600 hours 8/1/62 through 7/31/70 ..... (13,600 x $0.0028) = ...	 38.08 $45.78
Worked 38 more years (8/1/70 through 7/31/08) at 1,700 each year AND at an average contribution rate of 60¢ per hour.	
10 years x 1,700 x 60¢ = $10,200 3.2% x $10,200 contributed ..... 8 years x 1,700 x 60¢ = $8,160 *4.2% x $8,160 contributed ..... 12 years x 1,700 x 60¢ = $12,240 4.2% x $12,240 contributed ..... 3 years x 1,700 x 60¢ = $3,060 2.9% x $3,060 contributed 4 years x 1,700 x 60¢ = $5,100 2.5% x $5,100 contributed Total monthly benefit starting at age 65 ..... Rounded to next higher 10¢	 $326.40 $342.72 $514.08 $88.74 $127.50 $1,445.22 $1,445.30

*The rate would be 3.2% for the years 8/1/80 to 7/31/88 if the Plan Participant was not "active on 8/1/88," even if that Plan Participant returned to Contributory Service after 8/1/88.

6.2 Early Retirement (Ages 55-64).

(a) Benefit Amount. Assuming 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) or (3) below, as applicable. Eligibility for Column (1), (2) or (3) is explained above in 4.2(a), (b) or (c):

	Column (1)	**Column (2)**	**Column (3)**
Age on Birthday	Retire Early Under **10-Year Rule**	Retire Early Under **15-Year Rule**	Retire Early Under **15-Year Rule Active 8/1/88 or Later**
65	**100%**	100%	100%
64	94%	**100%**	100%
63	88%	94%	100%
62	82%	88%	**100%**
61	76%	82%	94%
60	70%	76%	88%
59	64%	70%	82%

58	58%	64%	76%
57	52%	58%	70%
56	46%	52%	64%
55	40%	46%	58%

(b) **Early Retirement – Example B**:

Assume that at Normal Retirement Age (age 65) your Normal Retirement Benefit would be $1,445.22 (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 – **Column (1)** if you have at least 10 Years of Service (or at least $57.75 of Total Service Benefit), or **Column (2)** if you have at least 15 Years of Service but were not "active on 8/l/88" (see 4.4), or **Column (3)** if you have at least 15 Years of Service and were "active on August 1, 1988" or later had Contributory Service (see 4.2(c)) – is illustrated below:

	Column (1)	**Column (2)**	**Column (3)**
	10-Year Rule	**15-Year Rule**	**15-Year Rule Active 8/1/88 or Later**
(1) Normal Retirement Benefit	$1,445.22	$1,445.22	$1,445.22
(2) Months before 100% rate	57 months	45 months	21 months
(3) Per month Early Retirement factor	0.5%	0.5%	0.5%
(4) Early Retirement factor ((3) times (2))	28.5%	22.5%	10.5%
(5) Early Retirement reduction ((1) times (4))	$411.89	$325.17	$151.75
(6) Early Retirement Benefit payable monthly at age 60 3/12 ((1) minus (5))	$1,033.33	$1,120.05	$1,293.47
(7) Rounded to next higher 10¢	$1,033.40	$1,120.10	$1,293.50

6.3 Disability Benefit (Before Age 65)**.**

(a) Benefit Amount. A Disability Benefit is calculated in the same manner as a Normal Retirement Benefit in 6.1, and is not subject to any reductions on account of receiving your benefits earlier than attainment of your Normal Retirement Age.

(b) First Payment Month. If you qualify for a Disability Benefit and you file your Disability Benefit application within 120 days after the date you receive your Social

Security Disability Award, 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 Disability Benefit with this Plan after such 120-day period, 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 Benefit Starting After Age 70½. If you are vested and you do not commence receiving Retirement benefits by the April 1 following the calendar year when you become age 70½, the Plan automatically 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 Starting Date (MSD). The Plan must make MSD 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 MSD. It is not a Retirement because you still are working, so the elections available at Retirement do not apply to your MSD payments. The form of benefit will be the Single Life Annuity.

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

VII. FORM OF BENEFIT PAYMENT

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. That will enable you (and your spouse) to make the best choice for your retirement needs.

7.1 Single Life Annuity. The basic form of benefit is called a **Single Life Annuity** (SLA). 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, any excess (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 unmarried (that is, you were unmarried at some point in the one year preceding commencement of your benefits), or you are married and you and your spouse both reject the Joint and Surviving Spouse Annuity (explained in 7.2).

7.2 Joint and Surviving Spouse Annuity.

(a) 50% Joint and Surviving Spouse Annuity. If on your benefit starting date you have been married for at least one year, the standard (default) form of benefit (unless you and your spouse elect otherwise) is the **50% Joint and Surviving Spouse Annuity** (50% JSSA).

The monthly amount of a 50% Joint and 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 **refuse** or **decline** the 50% Joint and 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) 100% Joint and Surviving Spouse Annuity. Any married Plan Participant who commences receiving Early or Normal Retirement Benefit payments under the Plan on or after August 1, 1997 may elect to receive a **100% Joint and Surviving Spouse Annuity** (100% JSSA) instead of the default 50% Joint and Surviving Annuity. Under the 100% Joint and 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 amount is less than the 50% Joint and Survivor Spouse Annuity because the amount paid after your death to your surviving spouse is larger than the 50% form.

(c) Examples of SLA, 50% JSSA and 100% JSSA. Using the Normal Retirement SLA amount of $1,419.80 per month in Example A (from 6.1(d)) and the Early Retirement SLA amount of $1,270.70 in Example B (from 6.2(b)), the corresponding 50% JSSA and 100% JSSA amounts per month for a Plan Participant with a spouse who is younger by two (2) years and nine (9) months is as follows:

Retirement Age	SLA	50% JSSA	100% JSSA
Age 65 Normal Participant 65 Spouse[1/] $62^{3}/_{12}$	$1,419.80 -0-	$1,313.40 $656.70[1/]	$1,076.30 $1,076.30[1/]
Age $60^{3}/_{12}$ Early (10 year rule in §4.1(a), §6.2(b)) Participant $60^{3}/_{12}$ Spouse[1/] $57^{6}/_{12}$	$1,015.10 -0-	$969.50 $484.80[1/]	$824.30 $824.30[1/]
Age $60^{3}/_{12}$ Early (15 year rule in §4.1(b), §6.2(b)) Participant $60^{3}/_{12}$ Spouse[1/] $57^{6}/_{12}$	$1,100.30 -0-	$1,050.80 $525.40[1/]	$893.50 $893.50[1/]
Age $60^{3}/_{12}$ Early (15 year rule in §4.1(c), §6.2(b)) Participant $60^{3}/_{12}$ Spouse[1/] $57^{6}/_{12}$	$1,270.70 -0-	$1,213.60 $606.80[1/]	$1,031.90 $1,031.90
[1/]Surviving spouse's monthly benefit starts the month after the Plan Participant's death.			

7.3 Death After Retirement**.**

(a) Annuity Form. The Single Life Annuity under 7.1 provides no annuity payment (i.e., no monthly continuing payment for another individual's life) after the

death of the retired Plan Participant. Each of the 50% and 100% Joint and Surviving Spouse Annuity forms under 7.2 continues to make annuity payments to the Plan Participant's surviving spouse for life if the Plan Participant dies first. "Spouse" means the individual who is your eligible spouse 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 in 1995, a married Plan Participant receiving benefits under a Joint and Surviving Spouse form will have the monthly benefit increased to the Single Life Annuity amount if the Plan Participant's spouse dies first (this is a so-called "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 Plan Participant (and, if applicable, the Plan Participant's spouse) are less than the total contributions made to the Plan on behalf of the Plan Participant. This lump sum death benefit will be paid when retirement benefits were payable as either: (1) a Single Life Annuity under 7.1, or (2) a Joint and Surviving Spouse Annuity under 7.2 if the retired Plan Participant and spouse both die within a period of 12 consecutive months after the first month when payment begins to the Plan Participant. In either of these circumstances, the amount payable as a lump sum is the difference of the total contributions made by an Employer on the Plan Participant's behalf minus the total annuity payments received by the Plan Participant and/or spouse. The amount payable as a lump sum shall be paid to Participant's designated 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.

7.4 Small Benefit Cash Out. If the lump sum present value of the benefit at the start of payment to any Plan Participant, spouse or beneficiary 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 this 7.4 that is eligible to be rolled over to another qualified plan or individual retirement account (see 13.2) shall be made without the payee's express written consent.

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 the 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 or among the various areas mentioned. 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.

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 Covered Employment, Credited Service, any divorce orders, other pertinent information, and the rules of the governing Plan Document. It may differ from any nonbinding estimate(s) that you might have received under 10.3.

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 law does not permit advance commitment or funding of future post-retirement COLAs (cost of living adjustments) or other increases in a Plan of this kind.

The Trustees, however, have made special one-time increases to 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 Plan 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, Early or Disability Retirement 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 Early, Normal or Disability Retirement Date, as applicable. 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 Date. When that happens, the Plan must pay you the full value of all missed Normal Retirement Benefit payments, plus interest at 5% per annum. 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 Date. The monthly amount payable beginning on your Postponed Retirement Date will be larger than the monthly amount payable at your Normal Retirement Date. 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 Retirement pension at your Normal Retirement Date, excluding any additional benefit accrual during the delay period, determined by using the interest and mortality assumptions set forth in Plan § 8.01-1(b)(1);

OR

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

(2) **Retroactive Annuity Starting Date (RASD)**. Instead of a Postponed Retirement benefit, you can, with consent of your spouse, elect to retroactively receive the monthly Retirement benefit amount payable at your Normal Retirement Date (the "Retroactive Annuity Starting Date" or "RASD"), which will have **components (A) and (B)**:

(A) **Annuity Component**—Future monthly payments based on your Retirement benefit, without any adjustment for the delayed start of payments;

AND

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

X. CLAIMING YOUR BENEFIT

10.1 Benefit Application.

(a) Overview. To commence receiving Plan benefits, you first must complete an **application** for Normal Retirement, Early Retirement or Disability Benefits and file it with the Plan. Application forms are available from the Fund's Administrative Office. If

you are married and you wish to reject the Joint and Surviving Spouse Annuity form of benefit, your spouse must sign the application before a Notary Public.

We urge you to file your application for pension benefits in a timely manner. In general, you should file your application **at least sixty (60) days before** the date you intend to retire. If you apply late, payment might be delayed.

If you should 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) Application for Retirement

(2) Work History
List all jobs under Local 740
List all jobs under other Glassworkers Locals (if any)

(3) Proof of Age

(4) Copies of all Divorce Papers (if any)

(c) Supplemental Documents. When your retirement application has been processed and is sent to the 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 either the 50% or 100% Surviving Spouse Annuity form)

(3) Marriage Certificate
(If you select either the 50% 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 do not select the 50% Joint and Surviving Spouse Annuity Option this form must be signed by your spouse and witnessed by a Notary. 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 State tax form is not needed.

(6) Electronic Deposit Form (Optional but recommended)
This form allows us to electronically deposit your monthly benefit to your bank account. If you are depositing to your checking account you must supply a canceled check from your account. If you are depositing to your savings, a deposit slip will suffice.

10.2 Review of Denied Claims. You will receive written notice if your claim for benefits is **denied,** setting forth the reasons for denial and the pertinent provisions of the Plan on which the denial is based.

You have the right to make a **written request** within a specified time period (stated below) to have disinterested Trustees **review** any denial or improper delay or "inadequate" award of benefits. Your written request should be personally delivered or mailed to the Administrative Office within the stated time period.

The timetable and procedures for notice and review are different for denied Disability claims and non-Disability claims.

Time Deadlines for Review of Denied Benefit Claims			
	Subject	**Disability Claims Review Plan Appendix II (§11.03)**	**Non-Disability Claims Review Plan §§11.01, 11.02**
(1)	Denial Notice by Plan • Possible extensions	45 days after claim made • 30 days + 30 days	90 days after claim made • 45 days + 45 days
(2)	Deadline For your Review Request	180 days after Plan denial, or after Plan initial Period under (1) if earlier	60 days after Plan denial, or after Plan initial period under (1) if earlier
(3)	Notice of Decision by Review Panel	5 days after review decision	5 days after review decision
(4)	Deadline For Arbitration Request	30 days after decision (3)	30 days after decision (3)

The disinterested Trustees then must review and, in a timely manner, provide a written response to your appeal. The Trustee review panel has full power and discretion to review your claim, interpret the Plan document, determine your entitlement, and make their decision—which is final and binding.

Arbitration. If you still are dissatisfied, you have the right to request the appointment of an impartial arbitrator to review the matter. You must make your arbitration request in writing to the Board of Trustees within 30 days of the receipt of the written decision on your initial appeal.

You **must** comply with the foregoing claims review procedures before filing a legal action in court. The Administrative Office can answer any questions you might have about this.

10.3 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.

XI. SUSPENSION OF BENEFITS

11.1 Retirement. To receive Normal Retirement, Early Retirement or Disability Retirement Benefits, you must stop work in the Glass and Glazing Industry (defined in 11.2), subject to the limited work exceptions explained in 11.3 and 11.4 and the post-age 70½ payments explained in 6.4 and 11.5. If you do not satisfy a limited work exception, the Plan must stop paying your pension benefits until you later stop work in the Glass and Glazing Industry i.e. you re-retire. You must notify the Fund's Administrative Office of any work that you reasonably believe may cause your Plan benefit payments to stop.

11.2 Glass and Glazing Industry. Plan § 1.12 defines the type of work that can result in suspension (non-payment) of benefits, and is reproduced as follows:

"1.12 "Industry" Definitions.

"1.12-1 Plan Industry replaces "Industry" or "Glass Industry" as used in the Plan before August 1, 1998, and 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 this Plan because such Employer did or does maintain this Plan by being obligated to make contributions to this Fund pursuant to a collective bargaining agreement with the Union 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.

"1.12-2 Glass and Glazing Industry is used in the context of the payment and nonpayment of benefits under 3.01, 3.02 and 8.08 and means the type of business defined in 1.12-1 that is performed by any business entity, irrespective of whether such 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 a Pension Agreement, or did or did not have a reciprocity agreement or arrangement with this Plan.

"1.12-3 Work In Industry. Unless otherwise specifically limited by another Plan provision, work in the "Plan Industry," "Glass and Glazing Industry," or "Limited Glass and Glazing Industry" includes work in any capacity for the Employer engaged in such Industry business, including but not limited to:

(a) Working with the tools in the glass and glazing trade or craft;

(b) Supervising anyone working under (a);

(c) Doing any other work for such Employer in any other capacity, whether or not related to the glass and glazing work under (a)."

11.3 Suspension During Ages 55-64. Early Retirement Benefits payable from age 55 through 64 must be suspended under (a) and (b):

(a) Contributory Employment. Payment must stop for any calendar month when you work more than 50 hours in Covered Employment for an Employer which is obligated to make contributions to this Plan for your service. Thus you can work 50 or fewer hours per month in Contributory Employment without cessation of your Early Retirement Benefit payments.

(b) Other Employment. Payment must stop for any calendar month when you work one (1) 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, or in any other capacity) and for anyone engaged in the Glass and Glazing Industry (whether the Employer is or is not obligated to contribute to this Plan). Thus your Early Retirement Benefit payments will stop if you do any Glass and Glazing Industry work, unless you work for a Contributing Employer and stay under the "more than 50 hours" threshold to stop payments.

11.4 Suspension During Ages 65-701/2. Once you reach age 65, the suspension rules change for noncontributory employment:

(a) Contributory Employment. Payment must stop for more than 50 hours of Contributory Employment in a calendar month (same rule as 11.3(a)).

(b) Noncontributory Employment in Plan's Geographic Area. Payment must stop if you work more than 50 hours in a calendar month in the glass and glazing trade (with the tools or supervising) for any Glass and Glazing Industry business that is within the geographic area covered by the Plan and the labor agreements governing contributions to this Plan ("Plan's geographic area"). Thus, you can do work outside the Glass and Glazing Industry within the Plan's geographic area without stoppage of Plan benefit payments.

(c) Work Outside Plan's Geographic Area. At age 65 or older you can do any work outside of the Plan's geographic area, even if it is work in the Glass and Glazing Industry, without stoppage of Plan benefit payments.

11.5 Work After Age 701/2 . Once you reach April 1 following the calendar year when you reach age 70½ , you can do any kind of work anywhere without stoppage of Plan benefit payments. That April 1st is your Mandatory Starting Date (MSD) when the Plan will start making monthly payments, explained in 6.4.

11.6 Resumption of Payments After Suspension. When you stop re-employment and begin a subsequent Retirement, monthly benefit payments shall resume under the rules of Plan 8.10. Briefly:

(a) When. Payment generally must start by the third calendar month after the end of the suspension period. If Covered Employment continues past age 70½, payment must start by the MSD explained in 6.4 and 11.5.

(b) Basic Benefit Amount. The core accrued benefit will take into account your lifetime Total Service Benefit for all Past and Contributory Service, as adjusted for benefit payments already paid or deemed to be forfeited under the suspension rules.

(c) Form and Amount. You must apply for and select the form of benefit payment. See VII, IX and X.

XII. DIVORCE AND DOMESTIC RELATIONS ORDERS

12.1 Qualified Domestic Relations Orders (QDRO). Pursuant to federal law effective January 1, 1985, the Plan must reduce your benefit to comply with any state court domestic relations order (which meets statutory "qualification" requirements) that requires payments to your spouse, former spouse or dependent children. Such an order is called a "qualified domestic relations order" (a "QDRO"). The Fund has a procedure for processing domestic relations orders, which you can obtain free of charge from the Administrative Office, upon request.

12.2 Divorce Nullifies Prior Designation of Former Spouse. Additionally, a divorce or annulment nullifies any prior designation of the former spouse as a death beneficiary, unless a QDRO or a post-divorce beneficiary designation provides otherwise. See 2.4.

XIII. INCOME TAXES

13.1 Benefits Are Taxable Income. All Plan retirement benefits are taxable income for purposes of federal and state income tax. Any payee can elect to have, or not have, tax withheld from each monthly check.

13.2 Lump Sum Distributions. Any lump sum payments to a Plan Participant or surviving spouse generally can be transferred without taxation to another tax qualified 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.

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

XIV. FURTHER INFORMATION

If you want more information, or have questions, please write, call or visit the Fund's Administrative Office, Western Glaziers Retirement Fund, c/o The William C. Earhart Co., Inc., P.O. Box 4148 (3140 NE Broadway), Portland, Oregon 97208. Phone: (503) 282-5581. Nationwide Toll Free (800) 547-1314.

XV. GENERAL INFORMATION

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

15.1 Name and Type of Administration of the Plan. The name of the Plan is Western Glaziers Retirement Plan. The Plan is a multiemployer defined benefit plan. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

In accordance with legal requirements, a Board of Trustees (consisting of three Union Trustees and three Employer Trustees) is charged with the responsibility of administering the Fund and investing the Fund's assets pursuant to a 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.

15.2 Plan Administration and Interpretation. The Board 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 Summary Plan Description, the Trust Agreement and any other Plan documents, and to decide all matters arising in connection with the operation or administration of the Plan or trust underlying it.

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

- take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan;
- 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 by the Trustees);
- 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 Summary Plan Description, the Trust Agreement or other Plan documents;
- process, approve or deny benefit claims; and
- determine the standard of proof required in any case.

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

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

Lorne Dauenhauer, Esq.
Lane Powell PC

601 SW Second Avenue, Suite 2100
Portland, Oregon 97204-3158

NOTE: Legal process also may be served on any Plan Trustee.

15.4 Name, Titles and Addresses of Trustees.

Union Trustees

Cris Baugher
Glaziers, Architectural Metal and
Glassworkers Local Union 740
11105 N.E. Sandy
Portland, Oregon 97220

Jerry L. Fisher
Glaziers, Architectural Metal and
Glassworkers Local Union 740
11105 N.E. Sandy
Portland, Oregon 97220

William H. Vonderohe
17425 S.E. Tong Road
Damascus, Oregon 97089

Employer Trustees

Peter Potwin
Benson Industries, Inc.
Suite 250
1650 N.W. Naito Parkway
Portland, Oregon 97209

James R. Watts
Mt. Hood Glass Management
Association
3434 S.W. Water Ave
Portland, Oregon 97201

Michael Worthington
Centennial Glass Co.
7358 S.E. 92nd Avenue
Portland, Oregon 97266

15.5 A Description of the Relevant Provisions of Any Applicable Collective Bargaining Agreement. The Western Glaziers Retirement Fund and related Plan was established and continues as prescribed in various collective bargaining agreements between Glaziers, Architectural Metal and Glassworkers Local Union 740, Portland, Oregon, and the Mt. Hood Glass Management Association, Inc., and independent Employers.

15.6 Identity of any Organization through which Benefits are Provided. Participating Employers under the provisions of collective bargaining or other participation agreements make contributions to the Fund.

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

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

15.7 The Plan Requirements Respecting Eligibility for Participation and Benefits. A person is eligible to participate when contributions are required to be made on such person's behalf. Contributions are required to be made as of the first hour of work in a classification covered by the collective bargaining agreement and those other classifications as defined in the Plan and Fund documents. See detailed summary of eligibility and participation rules above at 1.1 – 1.9.

15.8 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 contributing 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 contributing 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 contributing Employer.

Additionally, except as may be required or permitted by law, a Plan 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 Plan Participant is unable to care for his or her affairs, to assure that such payments will be used for the benefit of the Plan Participant and spouse.

However, 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 12.1.

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

- Separation from Covered Employment before you become vested can result in loss of your Credited Service and Accrued Benefit. See Break in Service and Forfeiture above at 1.7 and Vesting above at 1.6.

- Death 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 (whether you are vested or not). See Death Before Retirement above at 2.1(b).

- 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 Death Before Retirement above at 2.1(a), Single Life Annuity above at 7.1 and Joint and Surviving Spouse Annuity above at 7.2.

- Death of a spouse before death of the retired member ends the surviving spouse annuity. See Form of Benefit Payment above at 7.2.

- QDRO requiring payment to your former spouse or dependent children will reduce the amount you can receive. See Qualified Domestic Relations Order above at 12.1.

- After Retirement, return to work in the Glass and Glazing Industry can cause your Plan benefit payments to stop. See Suspension of Benefits above at 11.1 – 11.4.

- Recovery from disability will cause your disability benefits to end (but you may, if age 55 or older, then qualify to receive either Early or Normal Retirement Benefits). See Disability Benefit above at 3.2.

- If the Plan becomes insolvent, benefits may be reduced. See 15.13.

15.10 The Date of the End of the Plan Year**.** July 31.

15.11 Record Keeping Period. August 1 through July 31 is the Plan Year.

15.12 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 Trustees of the Fund a written appeal stating your reasons and proofs. The procedures and deadlines to pursue review of denied or reduced claims are summarized above at 10.2, and detailed in Plan §§ 11.01 and 11.02 for non-Disability claims and § 11.03 in Plan Appendix II for Disability claims.

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

15.13 Procedures to be Followed in Presenting a Claim for Retirement Benefits under the Plan. Obtain a pension application form from the Fund's Administrative 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) 282-5581
Toll Free (800) 547-1314

An Administrative Office representative will review your benefit options under the Plan. You choose the form and timing of payment of your Retirement benefits by completing the appropriate forms in writing. For details see Benefit Application above at 10.1.

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

15.14 Employer Identification Number (EIN) Issued to Board of Trustees. The Plan's EIN is 93-6029902. The Board of Trustees has designated this Plan as Plan Number 001.

15.15 Plan Termination and 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 Plan Participants (and their 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 automatically become 100% vested in the benefit you have earned as of the Plan's termination date to the extent the Plan is then funded. Section 12.03 of the Plan document describes what would happen in this situation and how funded assets would be allocated to Participants and beneficiaries.

15.16 Plan 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 Plan 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:

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

The PBGC guarantee generally **does not cover**:

- Benefits greater than the maximum guaranteed amount set by law;

- 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.
- 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.
- Benefits that are not vested because you have not worked long enough.
- Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent.
- 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, as the Administrative Office or 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**.

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

(a) Receive Information About Your Plan and Benefits.

- Examine, without charge, at the Fund's Administrative 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.

- 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) and updated summary plan descriptions. and other Plan information upon written request to the Administrative Office. The Board of Trustees may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each Plan Participant with a copy of this summary annual report.

- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) 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 Plan 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 Plan Participants and beneficiaries. No one, including your Employer, your Union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

(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 Fund's Administrative 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 Fund's Administrative Office, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or 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 also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration ("EBSA"). For single copies of publications, contact the EBSA Brochure Request Line at (800) 998-1542 or contact the EBSA field office nearest you. You may also find answers to your Plan questions at the EBSA website at **http://www.dol.gov/ebsa/**.

WESTERN GLAZIERS RETIREMENT PLAN

2008 Restatement

Incorporating All Amendments Approved by the Board of Trustees through July 31, 2008, including:

2007 Restatement, incorporating all prior amendments and

Clarification Amendment 2008-1

Lane Powell PC
601 SW Second Avenue, Suite 2100
Portland, Oregon 97204-3158
Telephone: (503) 778-2100
Facsimile: (503) 778-2200

WESTERN GLAZIERS RETIREMENT PLAN

(2008 Restatement)

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PLAN APPENDIX I

WESTERN GLAZIERS RETIREMENT PLAN

(2008 Restatement)

This 2008 Restatement sets forth all presently effective terms and provisions of the WESTERN GLAZIERS RETIREMENT PLAN, originally effective August 1, 1962, and previously called "Western Glaziers Retirement Trust of Oregon and Southwest Washington," as amended from time to time. This 2008 Restatement includes Amendments 2008-1 making legal compliance and other Trustee approved changes. The 2008 Restatement is effective for the Plan Year commencing August 1, 2008. The previous Plan provisions as in effect at any time of reference are controlling unless superseded by later amendment or restatement.

ARTICLE I. DEFINITIONS

1.01 Actuarial Equivalent.

1.01-1 Lump Sum Present Value. For purposes of 5.04 and any other determination of lump sum present value of the accrued benefit, Actuarial Equivalent means (a) or (b):

(a) Before July 31, 2000. For Plan Years commencing prior to January 1, 2000, the amount of adjusted benefit shall be based on the 1983 Unisex Group Annuity Mortality Table, and an interest rate equal to the PBGC interest rate for lump sum distributions upon Plan termination, determined as of the beginning of the Plan Year, compounded annually.

(b) Starting August 1, 2000. For Plan Years commencing on or after December 31, 1999, the amount of adjusted benefit shall be based on (1)–(4):

(1) The "Applicable Mortality Table" which is:

(i) Before December 31, 2002. For lump sum distributions before December 31, 2002, Applicable Mortality Table means the blended 1983 GAM table specified in IRS Rev. Rul. 95-6; and

(ii) After December 30, 2002. For lump sum distributions after December 30, 2002, the Applicable Mortality Table means the 1994 Group Annuity Reserving Table (1994 GAR) (with blended factors assuming 50 percent male and 50 percent female lives) as published in IRS Rev. Rul. 2001-62, or such other table as is subsequently

prescribed by the Internal Revenue Service in accordance with Code section 417(e).

(2) The "Applicable Interest Rate" which is the annual interest rate on 30-year Treasury securities as published in the Internal Revenue Bulletin for the Lookback Month.

(3) The "Lookback Month" means the second full calendar month preceding the first day of the Stability Period.

(4) The "Stability Period" means each Plan Year.

1.01-2 50% Survivorship Annuity. For the Qualified Joint and 50% Surviving Spouse Annuity under 5.01-2, Actuarial Equivalent shall be defined by utilizing a reduction factor from the following formula

.94 - (.005)[(2.0)(X) - Y - Z],

but not greater than (1),

where X equals the Participant's age nearest birthday;

Y equals the Participant's spouse's age nearest birthday; and

Z equals the Normal Retirement Age.

1.01-3 100% Survivorship Annuity. For the Elective Joint and 100% Surviving Spouse Annuity under 5.01-3, Actuarial Equivalent shall be based on the 1983 Group Annuity Mortality Table assuming male rates for the Participant and female rates for the spouse, and an interest rate of 7%, compounded annually.

1.02 Actuary means the individual enrolled actuary, or firm including one (1) or more enrolled actuaries, selected by the Trustees to provide actuarial services in connection with the administration of the Plan.

1.03 Beneficiary means any person (including a spouse) entitled to receive benefits which are payable upon or after a Participant's death pursuant to the provisions of the Plan.

1.04 Benefit Starting Date, with respect to annuity payments, is defined in accordance with Code § 417(f)(2) to mean the first day of the first benefit month, which is the earliest of 1.04-1, 1.04-2, 1.04-3 or 1.04-4 below, provided the payee signs and files a written application establishing entitlement to receive payment if 1.04-1, 1.04-2 or 1.04-3 is involved. No application is required for payment to start under 1.04-4. The Benefit Starting Date for an annuity may precede the date when payment of annuity benefits actually begins under the Plan.

For benefits paid in a form other than an annuity, the Benefit Starting Date is the first day on which all of the events have occurred that entitle the Participant to receive a Plan benefit. Benefit Starting Date is the Required Beginning Date under Plan Appendix I, § A2.1.

1.04-1 Normal or Deferred Retirement. The first month starting on or after first attaining Normal Retirement Age (defined in 1.13).

1.04-2 Early or Disability Retirement. The month for which benefits actually start after qualifying to begin receiving Early Retirement or Disability Retirement Benefits.

1.04-3 Deferred Vested Retirement. For Vested Retirement before Normal Retirement Age, the month for which benefits actually start after qualifying to begin receiving Deferred Vested Retirement benefits. For Vested Retirement at or after Normal Retirement Age, the first day of the first month starting on or after the date of first attaining Normal Retirement Age.

1.04-4 Mandatory Benefit Starting Date. Defined in 8.01-2.

1.04-5 Retroactive Payment Interest Rate. For purposes of allocating interest on single sum payments that include amounts that have not been paid since a retroactive Benefit Starting Date, the applicable rate of interest shall be five percent (5%) per annum.

1.05 Code means the Internal Revenue Code of 1986, as amended and in effect at the time of reference.

1.06 Contributions mean payments required to be made to the Trust Fund in accordance with a Pension Agreement and any other payments to the Trust Fund authorized by the Trustees.

1.07 Effective Date means August 1, 2008, the date on which this Restatement of the Plan became effective. For rights and benefits at any previous time, the Plan provisions in effect at the time of reference shall control.

1.08 Employee means any person in Covered Employment who, on or after the Effective Date, is receiving or entitled to receive remuneration for personal services rendered to an Employer (or would be receiving such remuneration except for an approved leave of absence).

1.09 Employer means:

1.09-1 Bargaining Unit Employer. Any corporation, individual or partnership which has presently in force, or hereafter executes, or is a member of any Employer association which has executed on its behalf, or is otherwise bound by, a collective bargaining

agreement with the Union, which agreement provides for contributions into the Trust Fund (Pension Agreement).

1.09-2 Union. The Union if the Union extends pension coverage to its employees by a Pension Agreement and makes appropriate contributions into the Trust Fund.

1.09-3 District Council 5. District Council 5, International Brotherhood of Painters and Allied Trades, AFL-CIO CLC, if it extends pension coverage by a Pension Agreement to its employees who are members of the Union and makes appropriate contributions into the Trust Fund.

1.10 ERISA means the Employee Retirement Income Security Act of 1974, as amended and in effect at the time of reference. References to any section of ERISA shall include any successor provision thereto.

1.11 Federal Social Security Act means the Social Security Act of 1935, as amended from time to time.

1.12 "Industry" Definitions.

1.12-1 Plan Industry replaces "Industry" or "Glass Industry" as used in the Plan before August 1, 1998, and 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 this Plan because such Employer did or does maintain this Plan by being obligated to make contributions to this Trust Fund pursuant to a collective bargaining agreement with the Union 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.

1.12-2 Glass and Glazing Industry is used in the context of the payment and nonpayment of benefits under 3.01, 3.02 and 8.08 and means the type of business defined in 1.12-1 that is performed by any business entity, irrespective of whether such 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 a Pension Agreement, or did or did not have a reciprocity agreement or arrangement with this Plan.

1.12-3 Work In Industry. Unless otherwise specifically limited by another Plan provision, work in the "Plan Industry," "Glass and Glazing Industry," or "Limited Glass and Glazing Industry" includes work in any capacity for the Employer engaged in such Industry business, including but not limited to:

(a) Working with the tools in the glass and glazing trade or craft;

(b) Supervising anyone working under (a);

(c) Doing any other work for such Employer in any other capacity, whether or not related to the glass and glazing work under (a).

1.13 Normal Retirement Age means:

(a) Age sixty-five (65) if vested; or

(b) If applicable, the higher age of Participant when 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 (1) Hour of Service on or after August 1, 1988, substitute "tenth" for "fifth").

1.14 Pension means a series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

1.15 Pension Agreement means any agreement under the terms of which an Employer agrees to make contributions to the Trust Fund, including any extension, amendment, renewal or replacement thereof.

1.16 Plan means the Plan set forth herein, as amended from time to time. Effective on and after August 1, 1985, it shall be called "Western Glaziers Retirement Plan."

1.17 Plan Year means the twelve (12) month period commencing on August 1 and ending on July 31.

1.18 Qualified Joint and 50% Surviving Spouse Annuity ("QJSA") means an annuity for the life of a Participant with a survivorship annuity for the life of Participant's surviving spouse as defined in 5.01-2.

1.19 Retirement means Termination of Employment for reason other than death after a Participant has fulfilled all requirements for a Normal or Early Retirement pension. Retirement shall be considered as commencing on the day immediately following the Participant's last day of employment (or approved leave of absence, if later).

1.20 Service means the period of a Participant's employment considered in the determination of eligibility for benefits under the Plan, in accordance with Article II.

1.21 Spouse means an individual who is legally married to a Participant under applicable state law, provided that the marriage to such spouse is recognized under the Defense of Marriage Act, 1 USC § 7. Accordingly, under the Plan the term "spouse" refers only to a person of the opposite sex who is the Participant's husband or wife and the term "married" or "marriage" refers only to a legal union (under applicable state law) between one man and one woman as husband and wife.

1.22 Termination of Employment means Termination of Employment with any Employer, whether voluntarily or involuntarily, other than by reason of a Participant's retirement after attaining Normal Retirement Date, death or transfer to another Employer.

1.23 Trust Agreement means the Agreement and Declaration of Trust establishing the Western Glaziers Retirement Trust of Oregon and Southwest Washington entered into as of May 16, 1963, as that instrument may from time to time be amended.

1.24 Trust Fund means the Trust Fund established pursuant to the Western Glaziers Retirement Trust.

1.25 Trustees mean the individuals named as Trustees in the Trust Agreement and any duly appointed additional or successor Trustee or Trustees acting thereunder. The "named fiduciaries" referred to in § 402(a) of ERISA shall be the Trustees and the investment manager, if any, with respect to the control, management, acquisition and disposition of the assets of the Trust, and shall be the Trustees with respect to the operation and administration of the Plan.

1.26 Union means Glaziers, Architectural Metal and Glassworkers Local Union 740 ("Local 740"), and any other union affiliated with Local 740 engaged in the Plan Industry whose participation in this Trust is authorized by the Trustees.

1.27 USERRA Qualified Credit means the service ("USERRA Qualified Service") and benefit accrual credit ("USERRA Qualified Benefit Accrual Credit") which must be recognized starting December 12, 1994, for any Participant's qualified military or other uniformed service period under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), 38 USC Chapter 43:

1.27-1 USERRA Qualified Service Credit. All such USERRA Qualified Service shall be credited as Contributory Service hours for purposes of benefit eligibility, vesting service credit and avoidance of a Break in Service, using the number of hours prescribed by 1.27-2.

1.27-2 USERRA Qualified Service Credit. All such USERRA Qualified Service shall be credited for benefit accrual purposes, using for the period of USERRA qualified absence the number of hours determined in accordance with the Plan's written USERRA service-crediting policies (which are intended to be consistent with USERRA and any regulations issued thereunder) and hourly contribution rate prescribed by 1.27-3.

1.27-3 Funding USERRA Qualified Credit. Effective for Participants returning to Covered Employment on or after January 1, 2006, with USERRA Qualified Service, the Trust Fund shall fund one hundred percent (100%) of any benefit accruals attributable to such individual's USERRA Qualified Benefit Accrual Credit. The amount to fund for such Participant's USERRA Qualified Service Credit shall be based on the Participant's regular hourly contribution rate in effect during the Participant's absence from Covered Employment on account of

USERRA Qualified Service multiplied by the Participant's deemed hours of USERRA Qualified Service for such period(s) as determined under 1.27-2.

1.27-4 IRC § 414(u) Compliance. Notwithstanding any provision of this Plan to the contrary, benefits and service credit with respect to USERRA Qualified Credit will be provided in accordance with IRC § 414(u) and any Treasury or Labor regulations issued thereunder.

ARTICLE II. SERVICE

2.01 Participation. Any Employee employed by an Employer in Covered Employment shall be eligible to participate in the Plan from the Employee's participation date to the earliest date when the individual's participation rights end.

2.01-1 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, at the time of reference, ended participation under 2.01-4.

2.01-2 Covered Employment means any employment covered by a collective bargaining agreement with the Union or by any other Pension Agreement accepted by the Trustees and for which contributions are payable to the Trust Fund in accordance with such agreement.

2.01-3 Participation date means the first day of the first month in which an Employee has worked in Covered Employment.

2.01-4 Participation rights end on the earliest of the following dates, subject to requalifying as a Participant upon later return to Covered Employment:

(a) Termination of Employment if not then vested.

(b) First Plan Break year if not then vested.

(c) Completion of payment of all vested benefit liability.

2.01-5 Reemployment of Retiree. Participation continues for a retiree who returns to Covered Employment as set forth in 4.01-4, 8.08 and 8.09.

2.02 Service.

2.02-1 Benefit Eligibility. Eligibility for benefits under the Plan shall be determined by Participant's service credited after an Employee's participation date. All service credited under the Plan shall be subject to forfeiture for Termination of Employment or Permanent Break before the Participant becomes vested.

2.02-2 Year of Service. Subject to the Break in Service provisions of 2.03, a Participant shall receive a Year of Service for each Plan Year during which the Employee has one thousand (1,000) or more Hours of Service.

2.02-3 Hour of Service means:

(a) Paid For Work. Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer during the applicable computation period.

(b) Paid But Not Working. Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, subject to the following limitations:

(1) Five Hundred One (501) Hour Maximum. No more than five hundred one (501) Hours of Service are required to be credited under this paragraph to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period).

(2) No Service Credit for Statutory Compensation. An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, or unemployment compensation or disability insurance laws.

(3) No Service Credit for Medical Reimbursement. Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

(4) Source of Payment. For purposes of 2.02-3(b), a payment shall be deemed to be made by or due from an Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the Trust Fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

(c) Back Pay. Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer.

(d) Rules to Credit Service. No period of service credit shall be duplicated if service under one (1) rule overlaps that credited under another. The determination of Hours of Service for reasons other than the performance of duties, and the crediting of Hours of Service to computation periods shall be in accordance with Department of Labor Regulations 2530.200b-2(b) and (c). The service rules shall be construed to resolve any ambiguities in favor of crediting Employees with Hours of Service.

(e) USERRA Qualified Service Credit. Each hour credited under 1.27 for USERRA Qualified Service.

2.02-4 Nonbargaining Unit Employees. As a condition to providing benefit coverage to any Employee who does not work in employment covered by a collective bargaining agreement, the Employer of such Employee agrees:

(a) Legal Compliance. To take all necessary action to keep this Plan:

(1) From being required to satisfy the minimum benefit accrual or accelerated vesting requirements under the top heavy plan rules of Code § 416, or

(2) From providing benefits which will cause this Plan, when viewed as the plan of such Employer, to fail to meet any required coverage, participation or nondiscrimination rules applicable to such Plan under the Code or ERISA;

(b) Notice to Trust. To promptly notify the Trustees as soon as the Employer knows or has reason to believe that any such Code or ERISA issue applies to such coverage;

(c) Indemnification. To indemnify and hold harmless the Trust and its Trustees, administrators, service providers, agents, employees, sponsors and insurers from any and all claims or liability resulting from such benefit coverage, including but not limited to benefit claims that might result from denial of all benefit accrual and benefit payments attributable to any benefit coverage, retroactive and prospective, which results in adverse tax or plan qualification consequences.

2.03 Break in Service. A nonvested Participant who incurs one (1) or more Breaks in Service (as determined under 2.03-1, 2.03-2, 2.03-3 and 2.03-4 below) can permanently forfeit all Years of Service and accrued benefits earned before the Break period. A forfeiture will not occur unless the Participant suffers a Permanent Break under both 2.03-1 and 2.03-2:

2.03-1 ERISA Permanent Break. For a former Participant who had not fulfilled the requirements for vested benefits of 3.03-2 at the time of a Break in Service and who again is employed for at least one thousand (1,000) Hours of Service during a Plan Year after July 31, 1985:

(a) ERISA Break year means each Plan Year when five hundred (500) or fewer Hours of Service are credited to the Participant.

(b) ERISA Permanent Break. Years of Service and accrued benefits credited to the Participant under the Plan before a series of ERISA Break years shall be permanently forfeited under 2.03-1 (but subject to the second forfeiture test under 2.03-2) when the number of consecutive ERISA Break years first equals the greater of:

(1) five (5) such years, or

(2) such Participant's aggregate number of pre-Break Years of Service (which have not been forfeited because of an earlier Break).

A Participant whose prior Years of Service are restored shall receive credit for service from the date of reemployment. All Years of Service that were not canceled under this 2.03-1 shall be aggregated to determine the Participant's eligibility for benefits.

2.03-2 Plan Permanent Break. For a nonvested Participant who has an ERISA Permanent Break under 2.03-1:

(a) Plan two (2) year Break ("Plan Break") means two (2) consecutive Plan Years during which fewer than six hundred (600) Hours of Service are credited to the Participant. Each successive Plan two (2) year Break period shall consist of the second Plan Year in the Plan two (2) year Break period it follows plus the immediately succeeding Plan Year.

(b) Plan Permanent Break. Years of Service and accrued benefits credited to the Participant under the Plan before a series of Plan two (2) year Breaks shall be permanently forfeited under the Plan when the number of consecutive successive Plan two (2) year Breaks first equals the greater of:

(1) five (5) such Breaks, or

(2) such Participant's aggregate number of pre-Break Years of Service (which have not been forfeited because of an earlier Break).

2.03-3 Excused Absences. For the purpose of preventing a Break in Service only, each full calendar month of (a) military absence up to forty-eight (48) months, (b) disability absence or (c) leave of absence approved by the Trustees, shall be considered fifty

(50) Hours of Service. An Employee must make written request to the Trustees within ninety (90) days following either (a) or (b) to avoid a Break in Service. An Employee wishing to take an approved leave of absence under (c) must submit a written request to the Trustees a reasonable period in advance of the date of commencement of such leave. In granting leaves of absence under this paragraph the Trustees must treat all persons under similar circumstances alike.

2.03-4 Family-Related Leave.

(a) Credit for Family-Related Leave. Solely for purposes of determining whether a Break in Service for participation and vesting purposes has occurred in a computation period after July 31, 1985, a Participant who is absent from work because of a family-related leave shall be credited with a maximum five hundred one (501) Hours of Service either in:

(1) the Plan Year when such leave began, or

(2) the Plan Year immediately following the year when such leave began if, during the Plan Year under (1), the Participant had sufficient other service or other excused absence to avoid a Break in Service.

(b) Family-Related Leave Defined. A Participant shall be deemed to be on family-related leave if the Participant is on either maternity/paternity leave or qualified family and medical leave as follows:

(1) Maternity/Paternity Leave. A Participant shall be deemed to be on maternity or paternity leave if the Participant is absent from work after December 31, 1984, by reason of the pregnancy of the Participant, the birth of a child of the Participant, the placement of a child with the Participant in connection with the adoption of the child by such Participant, or caring for such child during the period immediately following such birth or placement.

(2) Qualifying Family and Medical Leave. A Participant shall be deemed to be on a qualifying family and medical leave if the Participant is absent from work on or after August 5, 1993, by reason of a leave which qualifies under the Family and Medical Leave Act of 1993 (P.L. 103-3) and the regulations thereunder.

2.04 Change of Employee Status.

2.04-1 Covered to Noncovered. If an individual participating in the Plan ceases to be an Employee as defined in 1.08 but continues to be employed by the same Employer in noncovered Employment, then during the period that such individual is not an Employee as defined in 1.08, such individual shall receive credit for vesting purposes only for any Years of Service worked during such period.

2.04-2 Noncovered to Covered. An individual moving from noncovered Employment to Covered Employment with the same Employer, and commencing participation in the Plan, shall receive credit for vesting purposes only for any Years of Service worked during the period of noncovered Employment.

2.05 Service With Portland Public School District. A Year of Service for vesting purposes shall include all Hours of Service since August 1, 1962, that a Participating Employee has worked for the Portland Public School District as a glass worker; such school district service, however, shall not be "contributory" or "covered" service for purposes of benefit accrual under the Plan.

2.06 Service Under Reciprocal Retirement Trust. Recognition is hereby given to certain reciprocal provisions of this Trust, the Western Glaziers Retirement Trust, Seattle, Washington, the Southern California Glaziers and Glassworkers Pension Plan, Los Angeles, California, and the Northern California Glaziers and Glassworkers Pension Plan, San Francisco, California, as indicated hereunder:

2.06-1 Past Service. Only the Trust in which the Employee originally participates will take past service into account in computing the dollar amount of the Employee's pension, and it will credit and compute past service in accordance with its own rules. For all other purposes (e.g., eligibility, retirement, vesting, etc.), all Trusts will credit the same amount of past service recognized by the original Trust, except that no Trust need credit past service which falls outside the past service period recognized under its own rules or which exceeds the maximum number of years recognized under its own rules.

2.06-2 Future Service. In computing the dollar amount of the Employee's pension, each Trust will take account only of hours based upon which it received contributions. For all other purposes (e.g., eligibility, retirement, vesting, etc.), each Trust will credit the Employee with all hours worked under any of the Trusts, computing the credit in accordance with its own rules.

2.06-3 Break in Service. In determining whether there has been a break in service as of any particular date, each Trust will accept the determination of the Trust under which the Employee most recently worked prior to that date. Thus, if an Employee leaves reciprocal work in the Southern California area and thereafter joins the Plan Industry in Portland, the rules of the Southern California Trust will determine if there has been a break in service prior to the date the Employee begins working in Portland. Thereafter, until the Employee starts work

in the area of a different Trust, any break in service would be determined under the rules of the Western Glaziers Retirement Trust and would be based on the work history from the date when work started under the Western Glaziers Retirement Trust.

2.06-4 Changes in Reciprocity Provisions. Each Trust will bind itself not to terminate or vary its provisions relating to reciprocity without giving each other Trust at least ninety (90) days prior written notice of the proposed action.

ARTICLE III. ELIGIBILITY FOR RETIREMENT BENEFITS

3.01 Normal Retirement. An Employee shall be eligible to retire under the Plan and receive a Normal Retirement Pension under 4.01 when all of the following occur:

3.01-1 Age. The individual has reached the Normal Retirement Age (defined in 1.13).

3.01-2 Service. The individual has completed any service requirement to become vested under 3.03 or 1.13.

3.01-3 Stop Work in Industry. The individual no longer works in the Limited Glass and Glazing Industry as defined in 8.08-1(b) and (c), and is not prevented from receiving benefits by 8.08.

3.02 Early Retirement.

3.02-1 Ten (10) Year Rule. Effective for retirements starting on and after August 1, 1987, an Employee shall be eligible to retire under the Plan and receive an Early Retirement pension determined under Column (a) of 4.02 when all of the following conditions are satisfied:

(a) Age. The individual has attained age fifty-five (55). Prior to August 1, 1987, the earliest retirement age was sixty (60).

(b) Minimum Plan Credit. The individual has accrued at least $57.75 of total service benefit or ten (10) or more Years of Service.

(c) Stop Work In Industry. The individual no longer works in the Glass and Glazing Industry as defined in 1.12-2 and 1.12-3, and is not prevented from receiving benefits by 8.08.

3.02-2 Fifteen (15) Year Rule. Effective for retirements starting on and after August 1, 1987, an Employee shall be eligible to retire under the Plan and receive an Early Retirement pension under Column (b) or (c) of 4.02-2 when all of (a)-(c) and either of (d) or (e) below are satisfied:

(a) Age. The individual has attained age fifty-five (55).

(b) Minimum Service. The individual has accrued fifteen (15) or more Years of Service, excluding all service that precedes any Plan two (2) year Break as defined under 2.03-2(a).

(c) Stop Work in Industry. The individual no longer works in the Glass and Glazing Industry as defined in 1.12-2 and 1.12-3, and is not prevented from receiving benefits by 8.08.

(d) Column (c) Benefit. Any individual who satisfies (a)-(c) above and who was "active" (as defined in 4.01-2(c)) on August 1, 1988, or was in Contributory Service after August 1, 1988, shall have the benefit calculated under Column (c) of 4.02-2 for Early Retirement on or after August 1, 1988.

(e) Column (b) Benefit. Any individual who satisfies (a)-(c) above but not (d) above shall have the benefit calculated under Column (b) of 4.02-2 for Early Retirement on and after August 1, 1987.

3.03 Deferred Vested Pension.

3.03-1 Vested Benefit Eligibility. A Participant shall be eligible for a Deferred Retirement vested pension in accordance with 4.03 if employment is terminated before death or retirement and after reaching the vesting date under 3.03-2.

3.03-2 Vesting Dates. A Participant shall become one hundred percent (100%) vested and have a nonforfeitable interest in all Years of Service and accrued pension benefits credited under the Plan, which have not previously been forfeited for a Break in Service under 2.03, on the earliest of the following vesting dates:

(a) Five (5) Years of Service. A Participant under (1) or (2) below becomes one hundred percent (100%) vested upon completing five (5) Years of Service (as defined in 2.02):

(1) Bargaining Unit Employee August 1, 1997. A Participant who is covered by a collective bargaining agreement with the Union and who has at least one (1) Hour of Service on or after August 1, 1997.

(2) Nonbargaining Unit Employee August 1, 1989. A Participant who is not covered by a collective bargaining agreement with the Union, and who has one (1) Hour of Service on or after August 1, 1989; subject to three (3) year vesting only if required by the "top heavy" plan rules of Code § 416.

(b) Ten (10) Years of Service. A Participant who is covered by a collective bargaining agreement with the Union and who is not vested under (a)(1) above or 3.03-3 or 3.03-4 below, becomes one hundred percent (100%) vested upon completing ten (10) Years of Service (as defined in 2.02).

3.03-3 Vesting Before August 1, 1973. A Participant prior to August 1, 1973 becomes one hundred percent (100%) vested when the total service benefit reaches $38.50, if at least $26.25 is a Contributory Service benefit.

3.03-4 Vesting August 1, 1973, to July 31, 1976. A Participant entering on or after August 1, 1973, and prior to August 1, 1976, becomes one hundred percent (100%) vested upon accumulating twenty thousand (20,000) Hours of Service.

ARTICLE IV. AMOUNT OF RETIREMENT BENEFIT

4.01 Normal Retirement Pension. Effective on and after August 1, 1988, the monthly amount of the Normal Retirement pension payable to an eligible Participant on a single-life basis shall be equal to Participant's total service benefit. The total service benefit shall be the Past Service benefit under 4.01-1 plus the Contributory Service benefit under 4.01-2, using for the applicable benefit group under 4.01-3 whichever of the two alternative benefit rates ((a) or (b)) applicable to such group gives Participant the greater benefit.

4.01-1 Past Service Benefit (Before August 1, 1962). An Employee who engaged in work of the type covered in the definition of Plan Industry under 1.12-1, but performed prior to any obligation to make contributions for such work to this Plan, for a total of at least six hundred (600) hours in the period August 1, 1960, to July 31, 1962, shall be eligible for a Past Service benefit, subject to the provisions of Article III, Eligibility for Retirement Benefits. The amount of an Employee's Past Service benefit shall be equal to the applicable dollar amount of monthly benefit under 4.01-3 for each Plan Year during the period August 1, 1952, through July 31, 1962, during which the Employee had at least five hundred (500) hours per Plan Year of such Plan Industry type of work (without contributions). The applicable Past Service dollar amount of monthly benefit under any benefit alternative designated 4.01-3(a) shall be $4.235 ($3.85 times one hundred ten percent (110%)) per year ($4.235 per year) up to a per Employee maximum of $42.35, and under any benefit alternative designated 4.01-3(b) shall be $3.85 per year ($3.85 per year) up to a maximum of $38.50.

4.01-2 Contributory Service Benefit (After July 31, 1962). An Employee shall accrue a monthly Contributory Service benefit for each Hour of Service since August 1, 1962 (subject to forfeiture under 2.03 or other Break in Service rule) based on contributions which are paid or payable for Covered Employment ("Contributory Hour of Service") and on contributions which, by operation of law, must be credited for USERRA Qualified Service credit under 1.27 as follows:

(a) August 1, 1962 to July 31, 1970. For each Contributory Hour of Service from August 1, 1962 to July 31, 1970, the applicable dollar rate of monthly benefit under any total service benefit alternative designated 4.01-3(a) shall be $.00308 ($.0028 times one hundred ten percent (110%)) per hour ($.00308 per hour), and under any alternative designated 4.01-3(b) shall be $.0028 per hour ($.0028 per hour).

(b) August 1, 1970, and After. For each Contributory Hour of Service on and after August 1, 1970, the applicable dollar rate of monthly benefit under any total service before alternative designated 4.01-3(a) shall be $.00308 ($.0028 times one hundred ten percent (110%)) per hour ($.00308 per hour), and under any alternative designated 4.01-3(b) the monthly benefit shall be $.0028 per hour for retirements up to July 31, 1970, and thereafter shall be the applicable percentage rate (or its decimal equivalent) stated in 4.01-3(b) times all contributions paid or payable for Covered Employment (including contributions required to be credited for USERRA Qualified Service under 1.27) during the applicable period of Contributory Service (% x contributions).

(c) Active Participant on August 1, 1988. The term "active" used in connection with the Fifth Group benefit factor in 4.01-3 and certain Early Retirement benefits in 3.02-2 and 4.02 means any Participant who, on August 1, 1988, satisfies the following (1) or (2):

(1) Has completed six hundred (600) or more Hours of Service in the twenty-four (24) month period from August 1, 1986, to July 31, 1988 (i.e., has not then suffered a Plan two (2) year Break in Service under 2.03-2(a)); or

(2) Establishes to the satisfaction of the Trustees that an excused leave applies because of a disability.

4.01-3 Total Service Benefit. The total service benefit applicable since March 7, 1984, for the stated time periods and eligibility criteria is the larger of 4.01-3(a) or 4.01-3(b) for each applicable group.

(a) Basic Total Service Benefit (Per Month). Schedule A below sets forth all applicable benefit rates for the stated time periods and eligibility criteria to determine the total service benefit under 4.01-3(a).

[NOTE: SCHEDULE A APPEARS ON THE FOLLOWING PAGE]

SCHEDULE A

Western Glaziers Retirement Plan § 4.01-3[1]

Applicable Benefit Rates

Date of First Retirement Benefit Payment	Past Service Benefit (Per Month)		Contributory Service Benefit (Per Month)									
	Work in Industry From 8/1/52 to 7/31/62	PLUS	Covered Employment From 8/1/62 to 7/31/70	PLUS	Covered Employment From 8/1/70 to 7/31/80	PLUS	Covered Employment From 8/1/80 to 7/31/88	PLUS	Covered Employment From 8/1/88 to 7/31/00	PLUS	Cover Employmer 8/1/0 to 7/31/(
FIRST GROUP[2] Retirements Starting 8/1/62 to 7/31/80 (active and inactive)	$4.235 @ year	+	$.00308 @ hour	+	$.00308 @ hour	+	$.00308 @ hour if 4.01-3(b) applies	+	$.00308 @ hour if 4.01-3(b) applies	+	$.003(@ hou 4.01-3(b) a
SECOND GROUP Retirements Starting 8/1/80 to 3/31/85 (active and inactive)	$3.85 @ year	+	$.0028 @ hour	+	2.5% (.025) x contributions	+	2.5% (.025) x contributions		N/A		N/A
THIRD GROUP Retirements Starting 4/1/85 to 7/31/86 (active and inactive)	$3.85 @ year	+	$.0028 @ hour	+	2.6% (.26) x contributions	+	2.6% (.26) x contributions		N/A		N/A
FOURTH GROUP Retirements Starting 8/1/86 to 7/31/88 (active and inactive)	$3.85 @ year	+	$.0028 @ hour	+	2.9% (.029) x contributions	+	2.9% (.029) x contributions		N/A		N/A
FIFTH GROUP Retirements Starting 8/1/88 and After AND (A) Only if "active" per 4.01-2(c) on 8/1/88	$3.85 @ year	+	$.0028 @ hour	+	3.2% (.032) x contributions	+	4.2% (.042) x contributions	+	4.2% (.042) x contributions	+	2.9% (.(x contribu
OR (B) If not "active" under 4.01-2(c) on 8/1/88	$3.85 @ year	+	$.0028 @ hour	+	3.2% (.032) x contributions	+	OR 3.2% (.032) x contributions	+	4.2% (.042) x contributions	+	2.9% (.(x contribu

[1] Effective March 7, 1984, the benefit determined by using the First Group dollar rate of $0.00308 per hour of Covered Employment is benefit determined by using the applicable benefit percentage rate of contributions applicable to any period of Covered Employment.

[2] NOTE: $4.235 is $3.85 per year times 110%, and $0.00308 is 110% times $0.0028, per 8/1/1980 amendment.

(b) Alternative Total Service Benefit (Per Month). Any individual in the Second through Fifth Groups, and any individual in the First Group who has Covered Employment after July 31, 1980, will receive (instead of such Group benefit) the larger of the two following benefits for any period of vested Covered Employment:

(1) The monthly benefit using the future service benefit percentage rate applicable to the contributions made during the applicable period of Covered Employment; or

(2) The monthly benefit using the First Group dollar rate of $0.00308 per hour of such Covered Employment.

(c) Rounding of Benefit Amounts. The actual benefit to be paid shall be rounded to the next higher ten cent level.

4.01-4 Return to Work. Contributory Hours of Service worked in a Plan Year after an Employee has retired and received any benefits (other than Disability Retirement benefits) under the Plan will not count for benefit accrual under 4.01-3 unless the total Contributory Hours of Service in such Plan Year exceed five hundred (500) hours, in which event all Contributory Hours worked during reemployment will be credited. The rules for suspension, resumption and determination of benefit amount for a reemployed retiree are set forth in 8.08 and 8.09.

4.01-5 Special Action by Trustees. From time to time the Trustees, in their sole discretion, may determine that the financial condition of the Trust permits a special nonrecurring distribution or systemic increase to a specified group of retirees or beneficiaries, without materially impairing the actuarial soundness of the Trust. The action of the Trustees in making any such determination and distribution shall be proper and binding, and shall create a benefit accrual liability only at the time such special action is approved by the Trustees, but in no way shall be intended or understood to be a commitment to make any further such distribution or liability at any time thereafter.

(a) Schedule B. Any special action by the Trustees under Plan § 4.01-5 shall be set forth in Schedule B attached as part of the Plan document.

4.02 Early Retirement Pension. Effective for Early Retirements under 3.02-1 and 3.02-2 on and after August 1, 1987, the Early Retirement pension on a single life basis shall be equal to a percentage of the retiree's total service benefit accrued at date of the last contributory Hour of Service. The applicable percentage shall be as specified in 4.02-1 or 4.02-2 and the applicable Columns (a), (b) or (c) under 4.02-2.

4.02-1 One Hundred Percent (100%) Early Retirement Benefit. The entire accrued benefit shall be payable, without reductions, as follows:

(a) At Normal Retirement Date when eligible under Columns (a), (b) or (c).

(b) At or after the 64th birthday if eligible under Column (b) or (c), but not Column (a).

(c) At or after the 62nd birthday only if eligible under Column (c) by reason of being "active" (as defined in 4.01-2(c)) on August 1, 1988, or in Contributory Service after August 1, 1988 (for Early Retirements under 3.02-2(d)), with at least fifteen (15) Years of Service as defined under 3.02-2(b).

4.02-2 Reduced Early Retirement Benefit. Under each Column (a), (b) and (c), the entire accrued benefit shall be reduced by one-half of one percent (.005) for each month that the benefit commencement date precedes the earliest age when the one hundred percent (100%) benefit is payable under such column. The reduction from birthday to birthday is six percent (6%) (twelve (12) x one-half percent (.50%)) as shown below:

	Column (a)	Column (b)	Column (c)
Age on Birthday	**Retire Under 3.02-1 (10-Year Rule)**	**Retire Under 3.02-2(e) (15-Year Rule)**	**Retire Under 3.02-2(d) (15-Year Rule Active 8/1/88 or Thereafter)**
65	100%	100%	100%
64	94%	100%	100%
63	88%	94%	100%
62	82%	88%	100%
61	76%	82%	94%
60	70%	76%	88%
59	64%	70%	82%
58	58%	64%	76%
57	52%	58%	70%
56	46%	52%	64%
55	40%	46%	58%

4.03 Deferred Retirement Vested Pension.

4.03-1 Payment at Age Sixty-Five (65). The monthly amount of the Deferred Retirement vested pension on a single life basis shall be payable at the Participant's Normal Retirement Date and shall be equal to the total service benefit at Termination of Employment.

4.03-2 Payment Before Age Sixty-Five (65). A Participant may elect to have the Deferred Retirement vested pension commence upon attaining age fifty-five (55) provided that as of the date of Termination of Employment all the requirements for an Early Retirement pension other than the age requirement have been fulfilled. Such election must be

made in writing at or after the time a former Employee attains age fifty-five (55) pursuant to 8.03. The benefit amount shall be determined under Column (a) of 4.02.

4.04 Limitation of Benefits Under Code. Any pension payable under this Plan shall be subject to the maximum prescribed by Code §§ 415 (see 9.01), to the terms of any Qualified Domestic Relations Order (see 9.02), and to any Code or IRS nondiscrimination rules that apply to benefits paid to Participants who are not part of a collective bargaining group under such rules (see 9.03 and 9.04).

ARTICLE V. FORM OF PAYMENT

5.01 Annuities at Retirement. At retirement from employment, a Participant who is eligible for Normal, Early, or Deferred Retirement benefits and is not entitled to a lump sum cash out under 8.07 will receive an annuity for life under one of the forms of payment specified in 5.01-1, 5.01-2, or 5.01-3.

5.01-1 Single Life Annuity. The form of retirement benefit used to determine benefit amounts payable under Article IV is a monthly life annuity commencing on the date of the Participant's Normal, Early or Deferred Retirement and ceasing with the payment for the month in which the Participant's death occurs, except that if a Participant's death occurs before the Participant shall have received an amount equal to the aggregate contributions made on the Participant's behalf to the Plan, that shortfall shall be paid under 6.03. The Single Life Annuity form will be paid to all unmarried retirees, and to married retirees who comply with 5.02 and do not elect the 100% Surviving Spouse Annuity form under 5.01-3.

5.01-2 Qualified Joint and 50% Surviving Spouse Annuity for Married Participants.

(a) Amount. Notwithstanding 5.01-1, if on the Participant's Benefit Starting Date Participant is legally married, the form of monthly benefit shall be a Qualified Joint and 50% Surviving Spouse Annuity ("QJSA") with such spouse as the survivor, giving Participant an actuarially reduced monthly benefit for Participant's lifetime and, if Participant should die first, fifty percent (50%) of that reduced benefit shall be paid to Participant's spouse for spouse's lifetime. The actuarially reduced benefit shall be determined considering the age of the Participant when payment is to commence, and the age of the Participant's spouse. The combined benefits shall be the Actuarial Equivalent of the Single Life Annuity otherwise payable under Article IV. If such spouse should die before the Participant, the Participant's monthly benefit thereafter will "pop up" to the 5.01-1 Single Life Annuity amount pursuant to 5.01-5.

(b) Spouse's Benefit. The effective date of the spouse's benefit shall be:

(1) The first day of the month following the death of any Participant who has retired or satisfied the age and service requirements to begin to receive retirement benefits; or

(2) The date a vested Participant described in 6.01 died if then eligible to begin to receive retirement benefits, or, if death occurred before becoming so eligible, the date Participant would have reached the earliest retirement age based on service to date of death and assuming survival to such deemed retirement date.

5.01-3 Elective Joint and 100% Surviving Spouse Annuity for Married Participants. Any married Participant who starts retirement benefits on or after August 1, 1997, may elect to receive an actuarially reduced monthly benefit for life which, after the death of the retired Participant, pays the same (100%) monthly amount to such spouse for the life of the spouse. If the spouse should die before the Participant, the Participant's monthly benefit thereafter will "pop up" to the 5.01-1 Single Life Annuity amount pursuant to 5.01-5. It is preferred, but not legally required, that the spouse consent to this form of payment before payment begins.

5.01-4 Special Lump Sum Benefit. If, after April 1, 1995, a retired Participant and spouse entitled to payment under 5.01 both should die during a period of twelve (12) consecutive months, and before the total of all payments to the date of death of the last to survive has equaled the total contributions made on Participant's behalf under 6.03-1, the Plan shall pay the unpaid balance as a post-retirement lump sum benefit under 6.03.

5.01-5 Reversion to Single Life Annuity. For any retired Participant who receives payments in the form of the husband and wife pension under 5.01-2 or 5.01-3, and whose Benefit Starting Date is on or after April 1, 1995, if the Participant's spouse dies before the Participant and after the Benefit Starting Date, the Participant's monthly benefit shall prospectively revert to the normal form of Single Life Annuity benefit under 5.01-1, disregarding any reduction that otherwise would be made for the husband and wife pension, beginning the first of the month after the spouse dies.

5.02 Rejection of Qualified Joint and 50% Surviving Spouse Annuity ("QJSA") By Participant and Spouse. A married Participant may elect in writing (with spouse consent after 1984) not to take the Qualified Joint and 50% Surviving Spouse Annuity ("QJSA") benefit, and elect to receive the Single Life Annuity under 5.01-1, with the possible death benefit under 6.03, or other elective form of annuity under 5.01, as follows:

5.02-1 Explanation of Benefits.

(a) Content of Explanation. The written information shall provide a nontechnical, general explanation of the QJSA and its dollar impact on the monthly payments, the circumstances under which it will be provided, the right to elect not to receive it (including the right of the spouse to give or withhold consent), and the right to revoke or change (with consent of spouse) any election before the Benefit Starting Date; the eligibility conditions and other material features of the optional forms of benefit; and any additional information needed to explain the relative features of the optional forms of benefit available under the Plan.

(b) Timely Notice. The information referenced in 5.02-1(a) must be provided at least thirty (30) days and not more than one hundred eighty (180) days prior to the Benefit Starting Date.

(c) Effect of Untimely Receipt of Explanation. If the explanation under 5.02-1(a) is not given to the Participant by the date specified in 5.02-1(b), it shall be given in time to enable the Participant to make the election or revocation under 5.02-2 within thirty (30) days before payment of benefits is to begin. Payment of the benefits shall be postponed to allow such thirty (30) day election period to expire.

(d) Waiver Election. The Participant (and spouse, if applicable) may waive the thirty (30) day election period in order to accelerate commencement of benefit payments, provided the distribution of the elected form of benefit commences more than seven (7) days after the date the Explanation of Benefits is provided.

5.02-2 Rejection of Spouse Annuity With Consent of Spouse. To be effective, a written election rejecting the QJSA must be filed with the Administrative Office within one hundred and eighty (180) days prior to the Benefit Starting Date, and must comply with (a) or (b):

(a) Consent of Spouse - the Participant's spouse consents in writing to such election, such election designates a beneficiary and form of benefits which may not be changed without spousal consent, and the spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or a notary public; any such consent shall be effective only as to the spouse who made it, and not as to any prior or subsequent spouse; or

(b) No Spouse - it is established to the satisfaction of a Plan representative that such consent cannot be obtained because there is no spouse, or the spouse cannot be located, or there are other circumstances excusing the consent which meet requirements of regulations of the Secretary of the Treasury.

5.02-3 Change of Election. Any election under 5.02-2 may be revoked by further written notice of the Participant to the Plan Administrator filed no later than the election

can be made under 5.02-2. Any subsequent change that confirms rejection of the QJSA, including changes of beneficiaries or subsequent changes of a form of any benefits payable to a beneficiary (including benefits payable to a spouse), must include the consent of the spouse under 5.02-2(a). The Plan Administrator may prescribe the manner of making any such change or revocation.

5.03 Compliance with Code § 401(a)(9). All distributions shall be made in accordance with the regulations under Code § 401(a)(9), including Treas. Reg. § 1.401(a)(9)-2. The Plan provisions reflecting Code § 401(a)(9) override any distribution options in the Plan inconsistent with Code § 401(a)(9). Any distribution required under the incidental death benefit requirements of Code § 401(a) shall be treated as a distribution under this Plan. With respect to distributions made for calendar years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements of Code § 401(a)(9) in accordance with the regulations under § 401(a)(9) that were finalized in 2002 and are described in Plan Appendix A, notwithstanding any provision of the Plan to the contrary.

5.04 Small Payments. If the monthly installment payable to any Participant, spouse or beneficiary for benefit payment starting on or after August 1, 1995, shall have an Actuarial Equivalent computed lump sum value of less than $5,000, (or for benefit payments starting before January 1, 2000, an Actuarial Equivalent computed lump sum value of less than $3,500) as determined by an actuary selected by the Trustees (using the Plan's definition of Actuarial Equivalence for determining lump sum present value under 1.01-1) the Trustees shall make a lump sum cash payment to such Participant, spouse or beneficiary in an amount equal to the Actuarial Equivalent computed lump sum value of such monthly installments, which payment shall be in full discharge of all obligations under the Plan with respect to such Participant, spouse or beneficiary. The consent of the Participant and/or the spouse to such form of distribution shall not be required unless such lump sum distribution is made during the period (if any) beginning on the Benefit Starting Date and ending on the date the Participant attains (or would have attained, if deceased) Normal Retirement Age. Written consent, if required, of the Participant (and spouse) must be obtained not more than one hundred eighty (180) days before the commencement of the distribution. Failure to consent is an election to defer distribution to the first day of the month following the month the Participant attains (or would have attained) Normal Retirement Age.

5.05 Direct Rollover Transfer.

5.05-1 Distributee's Election. This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the distributee in a Direct Rollover.

5.05-2 Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that

an Eligible Rollover Distribution does not include any distribution described below in (a), (b), or (c):

(a) Certain Multiple Periodic Distributions. Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more.

(b) Required 401(a)(9) Distribution. Any distribution to the extent such distribution is required under § 401(a)(9) of the Code.

(c) Nontaxable Distributions. The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities), such as a distribution attributable to nondeductible contributions by a Participant, except to the extent such amounts are transferred after December 31, 2001, to an individual retirement account or annuity described in Code sections 408(a) or (b), or to a qualified defined contribution plan described in Code sections 401(a) and 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

5.05-3 Eligible Retirement Plan. An Eligible Retirement Plan is any of the below (a), (b), (c), or (d) – and, for distributions made after December 31, 2001, is also any of (e) or (f) – that accepts the distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse made prior to January 1, 2002, an Eligible Retirement Plan is only (a) an individual retirement account or (b) an individual retirement annuity of such spouse; Eligible Retirement Plans for distributions to surviving spouses made after December 31, 2001 are any of (a) through (f):

(a) IRA Account. An individual retirement account described in § 408(a) of the Code.

(b) IRA Annuity. An individual retirement annuity described in § 408(b) of the Code.

(c) 403(a) Annuity Plan. An annuity plan described in § 403(a) of the Code and which agrees to separately account for amounts transferred into such plan from this Plan.

(d) 401(a) Qualified Plan. A qualified trust described in § 401(a) of the Code and which agrees to separately account for amounts transferred into such plan from this Plan.

(e) 403(b) Plan. An annuity contract described in § 403(b) of the Code and which agrees to separately account for amounts transferred into such plan from this Plan.

(f) Eligible 457 Plan. An eligible plan under § 457(b) of the Code which is maintained by a state, political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state, and which agrees to separately account for amounts transferred into such plan from this Plan.

5.05-4 Distributee. A distributee includes:

(a) Employee. An Employee or former Employee.

(b) Spouse. The Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in § 414(p) of the Code, as a distributee with regard to the interest of the spouse or former spouse.

5.05-5 Direct Rollover Transfer. A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the distributee.

ARTICLE VI. DEATH BENEFITS

6.01 Benefit On Death Before Retirement. Should a Participant die before the Benefit Starting Date, a death benefit shall be paid only as expressly provided under one (but not more than one) of the following paragraphs of 6.01:

6.01-1 Surviving Spouse Benefit.

(a) Eligibility. Upon the death after August 22, 1984, of a vested Participant who was legally married for at least one (1) year at date of death and had not retired under the Plan, the benefit shall be the surviving spouse portion of the Qualified Joint and 50% Surviving Spouse Annuity ("QJSA") payable to the surviving spouse under 5.01-2, or 4.02 and 5.01-2, increased if applicable under 6.01-1(b), provided:

(1) The Participant either:

(A) Earned one (1) Hour of Service after August 22, 1984, or

(B) Earned one (1) Hour of Service after September 1, 1974, separated with a vested interest after September 1,

1974, and before August 23, 1984, and was alive but not receiving benefits on August 23, 1984; and

(2) Payment of the surviving spouse annuity is not precluded by reason of payment under 6.01-2, 6.01-3 or 6.01-4.

(b) Amount.

(1) Basic Spouse Annuity. The basic surviving spouse annuity shall be the surviving spouse amount, based on the actual service by and benefit accrued for the Participant, that would be payable if the Participant had retired on the day before the Participant's death (if eligible to retire at date of death), or on the day after Participant would have attained the earliest retirement age (if death occurred before the earliest retirement age), and then had received the QJSA under 5.01-2, or 4.02 and 5.01-2. The amount payable at any optional retirement date elected by the spouse shall be the Actuarial Equivalent value of the basic spouse annuity payable under this 6.01-1(b)(1).

(2) Increased Spouse Annuity. If the Participant also qualified for the death benefit under 6.02, and the surviving spouse is the named beneficiary, such basic spouse annuity under (1) shall be increased to the amount, if larger, that would be provided by converting the present value of the death benefit under 6.02 to a surviving spouse life annuity under 5.01-2, using the same actuarial factors and methods used to calculate the surviving spouse annuity under 5.01-2. For any such annuity starting as of a date more than one (1) month after the Participant's death, the present value of the lump sum benefit shall be increased using the Plan's interest rate under 1.01.

(3) Spouse Options. The surviving spouse may elect within six (6) months after the death of the Participant to have either of the following options apply:

(A) To receive the lump sum present value of the entire annuity under (1) or (2) paid in full satisfaction of all benefit liability under the Plan; or

(B) If (2) applies, to receive the annuity under (1) and to have the difference, determined by subtracting (i) the lump sum present value of the annuity under (1) from (ii) the total death benefit under 6.02, paid promptly as a lump sum.

(c) Payment to the surviving spouse shall begin on the date the Participant would have reached the earliest retirement age under the Plan (based on Participant's service to date of death), unless the surviving spouse elects to receive payment starting on the first of the month after the Participant's death or any date after

the spouse's 55th birthday and no later than the spouse's 70th birthday. Any surviving spouse annuity which starts before the Participant would have reached age fifty-five (55) shall be the reduced Actuarial Equivalent value of the spouse annuity starting at the end of the month when such 55th birthday would have occurred; such equivalency shall be determined using the Applicable Mortality Table and Applicable Interest Rate set forth in Sections 1.01-1(b)(1)(ii) and 1.01-1(b)(2), respectively. If the Participant also qualified for the death benefit under 6.02, and if, when the surviving spouse dies, the total of all monthly payments to the spouse is less than the present value of the death benefit under 6.02 determined as of the date of Participant's death (without interest accrual even if payment is deferred), such dollar difference shall be paid as provided in 6.02.

6.01-2 Section 6.02 Lump Sum Benefit.

(a) Eligibility and Amount. The 6.02 lump sum benefit shall be paid under 6.01-2 when payment is not made under 6.01-1, 6.01-3 or 6.01-4, the Participant is eligible for the lump sum death benefit under 6.02, and one of the following applies:

(1) the Participant was not married for at least one (1) year at death, or

(2) the Participant was not vested (whether or not married), or

(3) the Participant and spouse rejected the 6.01-1 surviving spouse benefit by following the procedure under 6.01-3, or

(4) the Participant and spouse both should die after March 31, 1995, during a period of twelve (12) consecutive months, in which case the unpaid balance, if any, of the total contributions made on Participant's behalf as determined by applying 6.03 shall be paid lump sum under 6.03.

(b) Payment. Payment shall be made within a reasonable period after the Participant's death to the beneficiary specified in 6.02.

6.01-3 Effect of Joint Election Before Death.

(a) Spouse As Beneficiary. If the surviving spouse previously consented to the Participant's written rejection of the QJSA form of payment pursuant to 5.02-2 (disregarding the one hundred eighty (180) day time period) and is named in the Participant's designation as the sole primary beneficiary, such surviving spouse shall have the right to elect to receive one of the following:

(1) The increased surviving spouse life annuity under 6.01-1(b)(2); or

(2) A lump sum death benefit equal to the benefit under 6.02 plus the amount (if any) by which the date of death present value of the basic spouse annuity exceeds the 6.02 death benefit; or

(3) A combination of:

(A) The basic surviving spouse annuity under 6.01-1(b)(1), which may start immediately or be postponed under 6.01-1(c), and

(B) The excess (if any) as a lump sum payment, where such excess is the amount (if any) by which the date of death present value of the lump sum benefit (under 6.02) exceeds the date of death present value of the basic surviving spouse annuity (under 6.01-1(b)(1)).

(b) Nonspouse Beneficiary. If the surviving spouse previously consented to the Participant's written rejection of the QJSA form of payment pursuant to 5.02-2 (disregarding the one hundred eighty (180) day time period) and is not named in the Participant's designation as the sole primary beneficiary, the surviving beneficiary(ies) so named by the Participant and so consented to by such spouse (which may, but need not, include such spouse) shall receive the lump sum payment benefit under 6.02 divided as provided in such designation.

(c) Explanation of Benefits. An explanation with respect to the QJSA comparable to the explanation provided under 5.02-1 shall be provided to each Participant during whichever of periods (1) or (2) ends last:

(1) The period beginning with the first day of the Plan Year in which the Participant attains age thirty-two (32) and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age thirty-five (35).

(2) The period beginning one (1) year before the individual becomes a Participant and ending one (1) year after such date.

Provided that, in the case of a Participant who separates from service before age thirty-five (35), the explanation shall be given within the period beginning one (1) year before the separation from service and ending one (1) year after such separation.

(d) Change of Election. Any election under 6.01-3 may be revoked by further written notice of the Participant to the Plan Administrator filed no later than the election can be made under 6.01-3. Any subsequent change that confirms rejection of the QJSA under 6.01-1, including changes of beneficiaries or subsequent

changes of a form of any benefits payable to a beneficiary (including benefits payable to a spouse), must include the consent of the spouse under 5.02-2. The Plan Administrator may prescribe the manner of making any such change or revocation.

6.01-4 Lump Sum Cash Payment. Any benefit under 6.01-1 or 6.01-2 or 6.01-3 having a lump sum present value (determined as in 5.04) of $5,000 or less ($3,500 or less for benefit payments commencing before January 1, 2000) shall be paid as a lump sum, without the consent of anyone and in full satisfaction of the underlying benefit payment obligation. The consent of the Participant's surviving spouse shall not be required unless such lump sum distribution is made during the period (if any) beginning on the Benefit Starting Date and ending on the date the Participant attains (or would have attained, if deceased) Normal Retirement Age. Written consent, if required, of the Participant (and spouse) must be obtained not more than one hundred eight (180) days before the commencement of the distribution. Failure to consent is an election to defer distribution to the first day of the month following the month the Participant attains (or would have attained) Normal Retirement Age.

6.02 Lump Sum Benefit on Death Before Termination of Employment. Upon the death of an Employee before incurring the first Plan two (2) year Break under 2.03-2(a), subject to the payment conditions specified in 6.01, a death benefit determined under 6.02-1 or 6.02-2 below, as applicable, shall be paid in a lump sum to Participant's designated beneficiary, or to Participant's estate if no beneficiary has been designated.

6.02-1 Contributions. If the deceased Participant was an Employee prior to August 1, 1973, and/or after August 15, 1983, the benefit shall be all contributions made on Participant's behalf as the result of all hours of Covered Employment.

6.02-2 Scheduled Amount. If the decedent became an Employee on or after August 1, 1973, and death occurs prior to August 16, 1983, the benefit shall be in accordance with all Years of Service based on the following schedule:

Number of Employee's Years of Service	Amount of Death Benefit Before Retirement
Less than 1½ years	$0
At least 1½ years but less than 5	$1,000
At least 5 years but less than 10	$1,500
At least 10 years but less than 15	$2,000
At least 15 years but less than 20	$2,500
At least 20 years but less than 25	$3,000
At least 25 years but less than 30	$3,500
30 or more years	$4,000

6.03 Death After Retirement. If a vested Employee electing to receive a Single Life Annuity dies after the Benefit Starting Date, or the Employee and spouse both die within twelve (12) consecutive months after an annuity becomes payable under 5.01-2 and 5.01-3 or 6.01-1, a death benefit shall be paid in a lump sum to Participant's designated beneficiary, or in

accordance with 6.04 if no beneficiary has been designated, equal to the excess of 6.03-1 over 6.03-2 as defined below:

6.03-1 Contributions - The contributions made on Participant's behalf as a result of all hours of Covered Employment,

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6.03-2 Benefits Paid - The benefit payments received from this Plan by Participant, and by Participant's surviving spouse from a surviving spouse annuity under 5.01-2 or 6.01-1.

6.04 Beneficiary Provisions.

6.04-1 Scope. The Participant's designation of beneficiary(ies) to receive benefits (if any) payable after Participant's death shall be subject to all provisions requiring that survivorship payments be made to Participant's surviving spouse or surviving former spouse. Effective January 1, 1985, no designation of any nonspouse beneficiary by a married and vested Participant shall be effective without the signed and witnessed consent of the spouse, pursuant to 5.02 and 6.01.

6.04-2 Designation of Beneficiary(ies). Death benefits, if any, will be paid to the beneficiary(ies) designated by the Participant to receive them (subject to any overriding provisions under 6.04-1). When more than one (1) class of beneficiary is named, payment will be made to those in the highest beneficiary class ranked in the following order: primary, first contingent, second contingent, etc. Should one (1) beneficiary class include more than one (1) person, any benefits payable to that class will be paid in equal shares to the surviving beneficiaries of that class unless otherwise provided. If no designated beneficiary survives the Employee, the benefits will be paid to the first surviving class of the following classes of successive preference beneficiaries: the Employee's (i) spouse; (ii) children; (iii) parents; (iv) brothers and sisters; (v) but if no class survives, the benefits will be paid to the Employee's executors or administrators. If two (2) or more persons become entitled to benefits as preference beneficiaries, they shall share equally. The Trustees may rely on an affidavit or other evidence deemed satisfactory to them in determining the identity or the nonexistence of beneficiaries not identified by name. The beneficiary(ies) may be designated (or changed) by the Employee at any time. The designation or change will take effect as of the date it is signed except that it will not apply to any payment made by the Trustees before receiving the designation or change. A beneficiary designation or change must be made, dated and signed by the Employee in a written instrument relating to the death benefit provided under the Plan.

6.04-3 Divorce Revokes Designation of Spouse. The divorce or annulment of the marriage of a Participant to a prior spouse automatically revokes any prior designation and benefit rights of such prior spouse as a designated beneficiary, and the effect of such prior designation is the same as though such prior spouse did not survive the Participant.

The preceding sentence, however, does not nullify or alter the terms of any valid QDRO under 8.06 or any post-divorce designation of such prior spouse as a death beneficiary.

ARTICLE VII. DISABILITY BENEFITS

7.01 Eligibility for Disability Benefits . An Employee who becomes Permanently And Totally Disabled while actively participating in the Plan as an Employee in Covered Employment, or prior to incurring a Break in Service, and who at the time of becoming Permanently And Totally Disabled has accrued five (5) or more Years of Service under the Plan, may elect to receive Disability Benefits provided that the requirements of 7.01-1 and 7.01-2 have been met:

7.01-1 Permanent and Total Disability. Based on medical evidence, applicant must have a severe impairment, physical or mental, that results in the inability to perform any substantial gainful work, and which is expected to last at least twelve (12) months or to result in death.

7.01-2 Social Security Disability Award. Receipt of a federal Social Security Administration disability benefit award ("Social Security Disability Award") is evidence that 7.01-1 has been satisfied. However, the Trustees shall deny Disability Benefits if there is compelling evidence that any part of 7.01-1 has not been satisfied.

7.02 Resumption of Payments to Retirees After Suspension . If the applicant satisfies 7.01, the Benefit Starting Date for the Plan's Disability Benefit shall be 7.02-1 or 7.02-2, as applicable.

7.02-1 Social Security Date. Payment shall begin the same date as the earliest retroactive date specified in the applicant's Social Security Disability Award when the first federal benefit dollar actually paid to Participant is determined to be due and payable to Participant, provided that the Participant's application for Disability Retirement benefits has been submitted t the Plan within one hundred twenty (120) days of the Participant's receipt of the Social Security Disability Award.

7.02-2 Plan Application Date. If 7.02-1 does not apply, payment shall begin the first day of the month following receipt by the Plan of such application.

7.02-3 Retroactive Payments. In the event a Participant is entitled to a retroactive payment of Disability Benefits pursuant to this 7.02, the retroactive payments plus interest thereon at the rate prescribed in 1.04-4 shall be paid as soon as administratively practicable as a supplemental payment in the form of a single lump sum.

7.03 Review by Trustees. The Trustees shall have the right to review periodically, on such occasions as they may in their sole discretion determine, the continuing status of any member whom the Board of Trustees has determined to be Totally And

Permanently Disabled and who is receiving a Disability Benefit under this Plan. In making any such review and determination, the Trustees shall have the right to weigh all factors they consider pertinent including, but not limited to, competent medical advice. The Trustees shall have the right to suspend any such benefit whenever, in their sole judgment, such action seems warranted. Any disabled Employee shall cooperate with the Board of Trustees. Such cooperation shall include, but not be limited to, undergoing medical examination or examinations. The Board of Trustees may suspend the Disability Benefit of any such person who fails or refuses to cooperate in any reasonable manner.

7.04 Continuation of Payment. Subject to 7.03, Disability Benefits shall continue under this Plan until the disabled Employee attains age sixty-five (65) only if and so long as the disabled Employee also receives continuous Social Security Administration disability benefits.

7.05 Failure to Return to Covered Employment. If a Participant ceases to be Totally And Permanently Disabled prior to age sixty-five (65), or prior to the Early Retirement Date if eligible for Early Retirement, and fails to return to employment under the Plan, such Employee shall be considered, for the purposes of the Plan, as having terminated employment at the time of becoming Totally And Permanently Disabled.

7.06 Retirement Benefits At Age Sixty-Five (65). After the disabled Employee's attainment of age sixty-five (65), Normal Retirement benefits under this Plan shall be paid during the lifetime of such retired Employee in the same monthly amount as was paid prior to attaining age sixty-five (65).

7.07 Disability Amount. The monthly Disability Benefit of a disabled Employee shall be the sum of the Past Service benefit and the Contributory Service benefit.

7.08 Exclusion For Military Service. "Total And Permanent Disability" does not include a permanent incapacity incurred and due solely to the military service of any Employee which prevents the return to employment with an Employer and for which the individual receives a disability benefit or pension from the United States.

7.09 Exclusion For Self-Infliction or Felony. "Total And Permanent Disability" does not include a permanent incapacity incurred as a result of intentionally self-inflicted injury or as a result of commission of a felony.

ARTICLE VIII. PAYMENT OF BENEFITS

8.01 Normal Retirement Pension and Deferred Vested Pension.

8.01-1 Payment of Benefits.

(a) General Rule. Any Normal Retirement pension or Deferred vested pension payable to a Participant shall be paid commencing on the first day of the month following the month during which such Participant retires (as defined in 3.01 or 3.03), provided the Participant has made application on a form as provided by the Trustees at least ninety (90) days prior to Participant's anticipated date of retirement.

(b) Postponed Retirement. If the start of a Participant's Normal Retirement pension or Deferred vested pension payments is delayed until after such Participant's Normal Retirement Age, the benefit amount payable starting on the date benefits actually commence (the "Postponed Retirement Date") shall be the greater of (1) or (2) as follows, (the "Postponed Retirement Benefit"), unless the Participant makes a Retroactive Annuity Starting Date Election under 8.01-1(c):

(1) The actuarial equivalent value of the monthly Normal Retirement Age pension, determined at the Postponed Retirement Date, calculated to include periods of service that are not forfeited for work under 8.08 but exclude any additional benefit accrual for Covered Employment during such delay period. For purposes of this 8.01-1(b)(1), actuarial equivalent value shall be determined using an interest rate assumption of five percent (5%) per annum and shall be based on a mortality assumption using the 1994 Group Annuity Reserving Table (1994 GAR) (with blended factors assuming 50 percent male and 50 percent female lives) as published in IRS Rev. Rul. 2001-62; or

(2) The monthly Normal Retirement pension determined as of the date when Participant first attains Normal Retirement Age, calculated to include periods of service that are not forfeited for work under 8.08 and include any Contributory Service benefits accrued by Participant during the period measured from the date when Participant first attains Normal Retirement Age to the Postponed Retirement Date.

(c) Retroactive Annuity Starting Date Elections. A Participant who is entitled to a Postponed Retirement Benefit under 8.01-1(b)(1) commencing on a Postponed Retirement Date may instead elect to have any such benefits that are payable as an annuity calculated as of, and paid retroactively to, the date when Participant first attains Normal Retirement Age (the "Retroactive Annuity Starting Date" or "RASD").

(1) RASD Election Payments. For any Postponed Retirement Benefits that first become payable on or after January 1, 2004

pursuant to a RASD Election, the Participant's total retirement benefit shall consist of the following two components:

(i) Annuity Component. On the Postponed Retirement Date, the Participant will begin receiving a monthly payment equal to the Normal Retirement Age amount calculated as of the Participant's RASD, plus the value of any additional benefit accrual for Covered Employment during such postponement period, without any adjustment for delayed commencement of the benefit.

(ii) Lump Sum Component. In addition to the annuity component described in (i), above, the Participant also will receive a single lump sum make-up payment. This lump sum component shall equal the sum of the Normal Retirement Age monthly benefit payments that were unpaid from Participant's RASD to the Postponed Retirement Date, increased with interest thereon at the rate prescribed under 1.04-5.

(2) Retroactive Annuity Starting Date Consent Requirement. If a Participant is married, his or her spouse as of the Postponed Retirement Date must consent to any Retroactive Annuity Starting Date Election made by the Participant. This consent requirement does not apply if the survivor benefit payable to the Participant's spouse under the Retroactive Annuity Starting Date Election is no less than the amount that the spouse would receive as a survivor benefit under the Qualified Joint and 50% Surviving Spouse Annuity described in 5.01-2, calculated as of the Postponed Retirement Date. The written explanation of the spouse's survivor annuity rights must be provided at least thirty (30) days and no more than one hundred eighty (180) days prior to the Postponed Retirement Date. The 30-day period may be waived by the Participant and spouse, as provided in 5.02-1(c).

8.01-2 Mandatory Benefit Starting Date (MBSD). In no event shall payment begin later than April 1 under either (a) or (b) below, whichever is applicable:

(a) Beginning January 1, 1989, the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-½); or

(b) Before 1989, the April 1 next following the calendar year when the Participant retires or reaches age seventy and one-half (70-½), whichever shall occur later.

8.01-3 Benefit Payments Starting on Mandatory Benefit Starting Date (MBSD).

(a) Duration of Required Payments. When a Participant who has not retired attains the April 1 Mandatory Benefit Starting Date (MBSD) of 8.01-2(a), the Plan shall pay the Required Minimum Distribution (RMD) each month starting on the MBSD, and ending when the Participant first can elect to begin retirement.

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

8.02 Early Retirement Pension. Any Participant eligible to receive an Early Retirement pension who terminates employment upon or after the earliest possible Early Retirement Date and prior to the Normal Retirement Date and who desires to receive an Early Retirement pension shall notify the Trustees, on a form as provided by the Trustees, of the date (hereinafter referred to as the "Early Retirement pension commencement date") on which such Participant desires to commence receiving benefits, which date shall be the first day of any month beginning after the Termination of Employment of such Participant which is at least one hundred eighty (180) days after the date of delivery by such Participant of such written form to the Trustees. Within thirty (30) days after receipt of such written form the Trustees shall deliver to such Participant an election form, which shall provide such Participant with information regarding the method of payment and the amount of the Early Retirement pension as of the selected Early Retirement pension commencement date. If such Participant desires to receive an Early Retirement pension, such Participant shall execute and deliver such election form to the Trustees within thirty (30) days after receipt thereof, in which event such Participant's Early Retirement pension shall be paid commencing with the Early Retirement pension commencement date.

8.03 Vested Benefits. Any Participant who terminates employment prior to the earliest possible Early Retirement Date and who becomes eligible for a Deferred vested pension under 4.03 may, upon or after attaining age fifty-five (55), notify the Trustees of the date on which such Participant desires to commence receiving benefits, which date shall be the first day of any month beginning after the date on which such Participant attains age fifty-five (55) which is at least one hundred eighty (180) days after the date of delivery by such Participant of such written notice to the Trustees. Within thirty (30) days after receipt of such written notice, the Trustees shall deliver to such Participant an election form, which shall provide such Participant with information regarding the method of payment and amount of the pension as of the selected commencement date. If such Participant desires to receive a pension, such Participant shall

execute and deliver such election form to the Trustees thirty (30) days after receipt thereof, in which event such Participant's pension shall be paid commencing with the selected date.

8.04 Death Benefits. Payment of any death benefits pursuant to Article VI shall start or be made commencing on (i) the first day of the month immediately following the month during which the Participant dies or (ii) the first day of the month immediately following the month during which the Trustees are first notified of the death of the Participant, whichever last occurs, except that payment can be delayed to complete any necessary election or tax withholding or other administrative form required to start payment, and shall be delayed if the surviving spouse elects to postpone payment.

8.05 Disability Benefits. See 7.01-2.

8.06 Divorce Order. Any benefit payable after 1984 shall be subject to the payment terms of a Qualified Domestic Relations Order as provided in 9.02.

8.07 Present Value Exceeds the Small Payment Threshold. If the Actuarial Equivalent lump sum present value of the Participant's accrued benefit exceeds $5,000 (or exceeds $3,500 for benefit payments commencing before January 1, 2000) as determined in 5.04, the Plan may not commence the distribution of any part of the accrued benefit before the Participant attains (or would have attained, if deceased) Normal Retirement Age without the consent of the Participant (and/or spouse). Such consent must be obtained after the Participant has received an explanation of benefits as in 5.02-1 no more than one hundred eighty (180) days before the Benefit Starting Date. Failure to consent to such distribution is an election to defer benefits to the first day of the month following the month in which the Participant attains (or would have attained) Normal Retirement Age. Spouse consent is never required for distribution of the automatic QJSA benefit under 5.01-2. After the Participant's death, benefits (if any) payable to a nonspouse beneficiary may be made without such beneficiary's consent. If the present value determined under 5.04 at the time of distribution exceeds $5,000 ($3,500 for benefit payments commencing before January 1, 2000), then the present value of any subsequent time shall be deemed to exceed $5,000 (or $3,500, respectively).

8.08 Employment of Retirees Can Cause Nonpayment of Benefits.

8.08-1 Nonpayment of Benefits. Subject to the Mandatory Starting Date in 8.01-2, benefits shall not be paid for any calendar month during which a Participant is employed in the Glass and Glazing Industry defined in 1.12-2 and 1.12-3 after starting to receive Plan benefits, as provided below in (a), (b), (c) and (d).

(a) Before Normal Retirement Age. If a retiree works in the Glass and Glazing Industry as defined in 1.12-2 and 1.12-3 anywhere in the United States or Canada after starting to receive Plan benefits but before attaining Normal Retirement Age, Plan benefit payments will be stopped as provided below in (1), (2) or (3):

(1) Noncontributory Work – Stopped for each calendar month of any such work which does not require contributions to this Plan;

(2) Contributory Work Before August 2001 – Stopped for each calendar month before August 2001 of more than fifty (50) Hours of Service for which contributions are required to be made to this Plan; or

(3) Contributory Work Starting August 2001 – Stopped for each calendar month of a Plan Year after July 31, 2001 when more than fifty (50) Hours of Service are credited for which contributions are required to be made to this Plan, but starting only with the first month of such Plan Year during which the working retiree completes the 500th Contributory Hour of Service, and continuing for each month thereafter until Plan benefit payments resume. Plan benefits shall be paid for each calendar month in such Plan Year which precedes the month of the 500th hour.

(b) After Normal Retirement Age. If a retiree works in the Limited Glass and Glazing Industry defined below in 8.08-1(c) after attaining Normal Retirement Age, Plan payments will be stopped as provided below in (1) or (2):

(1) Before August 2001 - Stopped for each month of more than fifty (50) Hours of such Service, whether or not contributions are required to this Plan; or

(2) Starting August 2001 – Stopped for each calendar month of a Plan Year after July 31, 2001 when more than fifty (50) Hours of Service are credited for such work, but starting only with the first month of such Plan Year during which the working retiree completes the 500th Hour of Service, and continuing for each month thereafter until Plan benefit payments resume. Plan benefits shall be paid for each calendar month in such Plan Year which precedes the month of the 500th hour.

(c) Limited Glass and Glazing Industry. For purposes of 8.08-1(b), "Limited Glass and Glazing Industry" means work in the type of business covered by the Plan Industry at the time when Participant's benefit payments started (or would have started if such employment had not continued or resumed), and in the same trade or craft in which Participant worked under the Plan or in supervising such trade or craft, and in the same state (or states) and any standard metropolitan statistical area which includes area in any such state covered by the Plan when the benefit payments started (or would have started if such employment had not continued or resumed).

(d) Retiree Election. At any time a retiree may file a written notice electing to return to active employment in the Glass and Glazing Industry and directing the Plan's Administrative Office to stop Plan payments. When such individual later stops work and applies for resumption of Plan payments, the starting date and form

of payment will be determined by the Plan's Retirement procedures and the amount will be determined under 4.01-4 and 8.09.

8.08-2 Duties of Retired Participant. A retired Participant shall notify the Trust of any employment under 8.08-1 after starting to receive benefit payments, and as a condition to receiving future benefit payments, shall furnish any certificates or other reasonable evidence of such employment or nonemployment requested by the Trust.

8.08-3 Presumptive Nonpayment of Benefits. If the Trust learns of any employment under 8.08-1 not reported by the Participant, the Trust may presume that such employment justifies nonpayment, and shall stop benefit payments during such employment, unless under the circumstances it is unreasonable to do so. Such presumption may be rebutted by facts showing that nonpayment is not warranted.

8.08-4 Notice of Nonpayment. During the first calendar month when payment is not made under 8.08-1, the Trust shall give written notice to the retired Participant, by personal delivery or first class mail, that benefits are not paid. The notice shall state why benefits are not paid; explain and include a copy of this 8.08; state that applicable Department of Labor regulations are set forth in § 2530.203-3 of the Code of Federal Regulations, Title 29; explain that the Participant may object and obtain a review of any objections pursuant to Plan Article XI; explain that future benefit payments cannot be made until the Participant files with the Trust a benefit payment notice certifying that such employment has ended and requesting payment; and specifically identify the amount of offset against future benefit payments and the period and amount of overpayment giving rise to the offset.

8.08-5 Future Payment. Subject to the Mandatory Starting Date of 8.01-2, Plan payments shall resume and be determined as provided in 8.09.

8.08-6 Offset for Overpayment. If the Participant previously received any benefit payments during any employment under 8.08, the Trust shall recover such overpayment by withholding up to one hundred percent (100%) of the initial payment under 8.08-5 and twenty-five percent (25%) of the total amount of each future payment until the full overpayment has been recovered.

8.08-7 General Notice to Employees. Participants, active and retired, shall be given a general explanation of the nonpayment rules in this 8.08. Retirees shall be given such notice at least once every twelve (12) months. Upon request of any Participant, the Trust shall furnish a written determination whether any employment shall or might result in nonpayment of benefits.

8.08-8 Credited Service During Employment. A Participant who works in Covered Employment while subject to 8.08 will accrue additional credited service under 4.01.

8.09 Resumption of Payments to Retirees After Suspension.

8.09-1 Start of Repayment Before MBSD. Once suspended pursuant to 8.08, pension benefit payments to a rehired Participant will resume no later than the Mandatory Benefit Starting Date (MBSD) under 8.01-2(a) or, if earlier, the first day of the third calendar month after the later of (i) the last calendar month in the suspension period, or (ii) the calendar month in which the Trustees receive written notice from the rehired Participant on the prescribed form that such Participant has stopped working at least fifty (50) hours during a calendar month. The initial payment will (iii) include the pension benefit payment scheduled to occur for the calendar month in which payments resume, (iv) plus any pension benefit payments withheld for prior months beginning after the end of the suspension period, (v) less any pension benefit payments made for any months during the suspension period (or during any prior suspension period not previously recovered).

8.09-2 Amount.

(a) Normal Retirement Benefit. The Participant's Normal Retirement Benefit shall be determined under 4.01, based on compensation and service attributable to all periods of service during which pension credit has accrued. The benefit so determined shall be actuarially adjusted to account for the Early Retirement Benefits, if any, already paid to, or deemed to be forfeited under 8.08 by, the Participant under the Plan prior to the Participant's Normal Retirement Date. This actuarial adjustment shall be based on the actuarial assumptions implicit in the early payment reduction factors under 4.02 used to determine such Early Retirement Benefits.

(b) Early Retirement Benefit. If the Participant's later retirement is prior to the Normal Retirement Date, the Normal Retirement Benefit determined under (a) above will be adjusted in accordance with 4.02 as in effect at the time of such later retirement; provided that the amount shall not be less than the amount being paid at the time of suspension under 8.08 plus the amount of additional benefit earned during the period of reemployment, where all such amounts are determined using the same form of payment and factors to determine Actuarial Equivalence.

8.09-3 Start of Repayment After MBSD. When the rehired retiree stops work after the Mandatory Starting Date (MBSD) under 8.01-2(a), the benefit amount shall be determined under 8.09-2(a), with the additional step of making the appropriate actuarial adjustment, if any, for all payments made after the MBSD pursuant to 8.01-3; and the Participant shall apply for and select a form of benefit under Article V for the entire benefit determined under 8.09-2 or 8.09-3.

8.10 Unclaimed Payments. If the Joint Trustees, whether before or after the termination of the Plan, shall be unable to locate or determine the person or persons entitled to receive any benefit under the Plan, or to whom any check covering any such benefit may have been sent, the amount of such benefit shall be set apart in the account or accounts for such person or persons, and no interest or other accrual shall be credited thereon. If, however, the amount so

set apart shall not have been paid out, or if any check covering any benefit shall not have been presented for payment, in either case within three (3) years from the date the same first became payable, the full amount of all unclaimed payments relating to such benefit shall be treated as a forfeiture and an actuarial gain to the Fund. Subject to reinstatement as follows: if the person entitled to receive the benefits makes a claim for benefits while living, all benefits of such Claimant shall be reinstated and paid. If the Plan has been terminated, unclaimed payments shall be used or disbursed as provided in 12.03. If the Plan is still in effect, the amount of such unclaimed payment or payments shall be treated the same as contributions to the Plan made with respect to a Member whose entire rights have been terminated by death prior to the time of retirement.

ARTICLE IX. LIMITATIONS UNDER INTERNAL REVENUE CODE

9.01 Maximum Benefit Under Code § 415.

9.01-1 General Limitation. Notwithstanding any provisions herein to the contrary, any pension payable under this Plan shall be subject to the maximum amount prescribed by Internal Revenue Code § 415 (Code § 415). Subject to Code § 415, the following provisions of 9.01 shall apply using the Plan Year from August 1 to July 31, for purposes of all computations and including all compensation paid and accrued during such Plan Year where applicable.

9.01-2 Maximum Annual Benefit. Subject to 9.01-3, 9.01-4 and 9.01-5, the maximum annual benefit under this Plan shall be determined under (a) or (b), whichever shall permit payment of the greater amount:

(a) If Pension is $10,000 or Less Per Year. The maximum limitation of 9.01-2(b) shall not reduce the pension payable under this Plan if the total annual pension of the retired Participant paid for each Plan Year of payment under this Plan and all other defined benefit pension plans of any Employer of the Participant is less than $10,000, and the Participant has not participated in any defined contribution plan of any Employer.

(b) Alternative Maximum. If 9.01-2(a) does not apply, the maximum annual benefit under this Plan, determined as a straight life annuity under 4.01 with no ancillary benefits, shall be $160,000, or such higher sum as the Secretary of the Treasury or an authorized delegate shall determine pursuant to the cost-of-living adjustments authorized by Code § 415.

9.01-3 Adjustments. The maximum annual benefit under 9.01-2(b) shall be adjusted if any of the following apply:

(a) Any form of payment other than the Single Life Annuity under 4.01 (with no ancillary benefits) shall be adjusted so it is the Actuarial Equivalent

value (determined under 1.01 provided that the minimum interest rate shall be five percent (5%)) of such Single Life Annuity, provided that no adjustment shall result in payment of less than the "Qualified Joint and Survivor Annuity" or "qualified pre-retirement survivor annuity" required to be paid under Code § 401(a)(11).

(b) For Plan Years commencing before January 1, 2002:

(i) If payment starts before the Participant attains Social Security Retirement Age, the Plan's maximum benefit shall be adjusted to the Actuarial Equivalent value (determined under 1.01 provided that the minimum interest rate assumption shall be five percent (5%)) of such benefit beginning at Social Security Retirement Age.

(ii) If payment starts after the Participant attains age sixty-five (65), the Plan's maximum benefit shall be adjusted to the Actuarial Equivalent value (determined under 1.01 provided that the maximum interest rate assumption shall be five percent (5%)) of such benefit beginning at Social Security Retirement Age.

(c) For Plan Years commencing after December 31, 2001:

(i) If payment starts before the Participant attains age sixty-two (62), the Plan's maximum benefit under 9.01-2(b) shall be the lesser of (a) the maximum benefit adjusted to the Actuarial Equivalent value (at such age) of the dollar limit computed using the interest rate and mortality table specified in 1.01 or (b) the maximum benefit adjusted to the Actuarial Equivalent (at such age) of the maximum benefit computed using a five-percent (5%) interest rate and the applicable mortality table as specified in 1.01-1(b). Any decrease in the maximum benefit amount determined in accordance with this 9.01-3(c)(i) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(ii) If payment starts after the Participant attains age sixty-five (65), the Plan's maximum benefit under 9.01-2(b) shall be the lesser of (a) the maximum benefit adjusted to the Actuarial Equivalent value (at such age) of the dollar limit computed using the interest rate and mortality table specified in 1.01 or (b) the maximum benefit adjusted to

the Actuarial Equivalent (at such age) of the maximum benefit computed using a five-percent (5%) interest rate and the applicable mortality table as specified in 1.01-1(b). For purposes of this 9.01-3(c)(ii), mortality between age sixty-five (65) and the age at which payments start shall be ignored.

(d) If the Participant has less than ten (10) Years of Service under the Plan, the Plan's maximum benefit shall be adjusted by multiplying it by a fraction, the numerator of which is the number of years (or part thereof) of participation in the Plan, the denominator of which is ten (10).

(e) Social Security Retirement Age has the same meaning as provided in Code § 415(b)(8).

9.01-3 Benefits Under Other Plans. If the Participant also is entitled to receive retirement benefits under any defined benefit pension plan or defined contribution pension plan of a Participating Employer, the ceilings under 9.01-1 and 9.01-2, if applicable, shall be applied separately with respect to each such plan, and in the aggregate with respect to all such plans, under lawful regulations for such purpose issued by the Secretary of the Treasury or an authorized delegate.

9.01-4 Optional Benefit Forms. Nothing in 9.01 shall preclude payment in any manner required or elected under the Plan, provided the amount of benefits is within the limitations of 9.01.

9.02 Qualified Domestic Relations Orders ("QDROs") .

9.02-1 Effect of Order. Effective on and after January 1, 1985, the Plan shall make the payments to any former spouse or other nonmember payee that are required by any Qualified Domestic Relations Order, notwithstanding any other provision in this Plan to the contrary.

9.02-2 Definitions.

(a) Qualified Domestic Relations Order ("QDRO) means a domestic relations order issued by a court:

(1) which creates or recognizes the existence of a nonmember payee's right to, or assigns to a nonmember payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan, and

(2) with respect to which the requirements of 9.02-2(d) are met.

(b) Domestic relations order means any court judgment, decree, or order (including approval of a property settlement agreement) which:

(1) relates to the provision of child support, alimony payments, or marital property rights to a former spouse, child, or other dependent of a Participant, and

(2) is made pursuant to a state domestic relations law (including a community property law).

(c) Nonmember payee means any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under a plan with respect to such Participant.

(d) Contents of Order. To be qualified:

(1) The domestic relations order must clearly specify:

(A) the name and the last known mailing address (if any) of the Participant and the name and mailing address of each nonmember payee covered by the order;

(B) the amount or percentage of the Participant's benefits to be paid by the Plan to each such nonmember payee, or the manner in which such amount or percentage is to be determined, including whether a former spouse shall be treated as a surviving spouse for purposes of any surviving spouse annuity required by law;

(2) The domestic relations order must not require the Plan to do the following (A), (B) or (C):

(A) Provide any type or form or benefit, or any option, not otherwise provided under the Plan;

(B) Provide increased benefits (determined on the basis of actuarial value); or

(C) Require the payment of benefits to a nonmember payee which are required to be paid to another nonmember payee under another order previously determined to be a QDRO.

9.02-3 Plan Procedures.

(a) Notice and Determination. In the case of any domestic relations order received by the Plan:

(1) the Plan Administrator shall promptly notify the Participant and any nonmember payee of the receipt of such order and the Plan's procedures for determining the qualified status of domestic relations orders, and

(2) within a reasonable period after receipt of such order, the Plan Administrator shall determine whether such order is a QDRO and notify the Participant and each nonmember payee of such determination.

(b) Adoption. Reasonable procedures shall be established under the Plan to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders.

(c) Segregated Amounts. During any period in which the issue of whether a domestic relations order is a QDRO is being determined (by the Plan Administrator, by a court of competent jurisdiction, or otherwise), the Plan Administrator shall separately account for the amounts (referred to as "segregated amounts" in this 9.02) which would have been payable to the nonmember payee during such period if the order had been determined to be a QDRO.

(d) Payment.

(1) To Nonmember Payee. If within the eighteen (18) month period the order (or modification thereof) is determined to be a QDRO, the Plan Administrator shall pay the segregated amounts (including any interest thereon) to the person or persons entitled thereto.

(2) To Participant. If within the eighteen (18) month period:

(A) it is determined that the order is not a QDRO, or

(B) the issue as to whether such order is a QDRO is not resolved,

the Plan Administrator shall pay the segregated amounts (including any interest thereon) to the person or persons who would have been entitled to such amounts if there had been no order.

(3) After Eighteen (18) Month Period. Any determination that an order is a QDRO which is made after the close of the eighteen (18) month period shall be applied prospectively only.

(4) Eighteen (18) Month Period. For purposes of this 9.02, the eighteen (18) month period begins with the date on which the first payment would be required to be made under the domestic relations order and ends eighteen (18) months after such date.

9.02-4 Effect of Divorce on Spousal Beneficiary Designation. Except as provided in a valid QDRO, the divorce or annulment of the marriage of a Participant after the execution of a beneficiary designation revokes all provisions in such designation in favor of the former spouse of the Participant and any provisions therein naming such former spouse, and the effect of such designation is the same as though the former spouse did not survive the Participant.

9.03 IRS Nondiscrimination Rules. No coverage shall be permitted which contravenes Code requirements prohibiting benefits that discriminate in favor of "Highly Compensated Employees" or "Key Employees" under a "Top Heavy" plan within the meaning of Code §§ 401(a)(4), 410(b), 414(q), 416 and other applicable provisions. The Trustees shall take such action as shall be necessary or appropriate to assure compliance with such Code requirements, including but not limited to requiring an Employer to prospectively or retroactively include or exclude any of its employees or take other action to make sure that Plan benefits for the Highly Compensated Employees do not discriminate against the Non-Highly Compensated Employees, and that any excess contributions are refunded.

9.04 Compensation Maximum. To the extent benefits are based on "compensation" within the meaning of Code § 401(a)(17), the maximum annual compensation for such purpose (but not for Code § 415 limits under 9.01) shall be as prescribed in Code § 401(a)(17), which for 2002 is $200,000 and thereafter is subject to increase by the Secretary of the Treasury.

ARTICLE X. ADMINISTRATION OF THE PLAN

10.01 Administration by Trustees.

10.01-1 Administration. The Board of Trustees shall have full, absolute and unlimited power and authority to administer the Plan and establish such rules and procedures as they deem necessary or proper.

10.01-2 Plan Interpretation. The Board of Trustees shall have full, absolute and unlimited power and authority to construe or interpret the Plan or determine benefit eligibility, credits, accrual, or entitlement and exercise of such power and authority by the Board of Trustees shall be final and binding upon Employees and their spouses, retired Employees and

spouses, beneficiaries, and anyone else claiming an interest under the Plan, and the successors, assigns, heirs and personal representatives of any of them.

10.01-3 Fiduciary Status. The Board of Trustees is the fiduciary under this Plan which has the authority to control and manage the operation and administration of the Plan. As such, the Board of Trustees is a "named fiduciary" under ERISA § 402(a) and the Plan Administrator for purposes of ERISA § 3(16) and Code § 414(g).

10.01-4 Allocation and Delegation. Except with respect to the responsibility under this Article to interpret the Plan, the Board of Trustees from time to time may allocate to committees composed of any number of Trustees which committees shall have an equal number of Employer and Employee Trustees and may delegate to any other persons or organizations any of its responsibilities and powers with respect to the operation and administration of the Plan. Any such allocation or delegation shall be reviewed periodically by the Board of Trustees and shall be terminable upon such notice as the Board of Trustees, in its sole discretion, deems reasonable and prudent under the circumstances. The Board of Trustees (or any person or organization to whom its responsibilities and powers under this paragraph have been delegated) may employ persons or organizations to give advice or render services with respect to its duties hereunder, provided, however, that no such person or organization who is so employed shall have any discretionary authority or discretionary responsibility in the management, operation, or administration of the Plan. Thus, without limitation, actuaries, attorneys, accountants, and administrative consultants may be employed to render services to the Plan.

10.01-5 Discretionary Powers. All discretionary powers of the Trustees shall be absolute and unlimited.

10.02 Rights Derived From Plan. No Employee, retired Employee or spouse, or any person claiming by or through such persons, shall have any right, interest or title to any benefit under the Trust Agreement, the Plan or the Trust Fund except as such right, interest or title shall have been specifically granted pursuant to the terms of the Plan.

10.03 Benefits Not Transferable. No benefits under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be null and void, nor shall any such benefits be in any manner liable for, or subject to, the debts, contracts, liabilities, engagements or torts of the person entitled to such benefits. The foregoing shall not preclude enforcement of a QDRO under 8.06.

10.04 Information to be Furnished. The Trustees shall have the right to require as a condition precedent to the payment of any benefit under the Plan, all information which they reasonably deem necessary, including records of employment, proofs of dates of birth and death, evidence of existence, etc., and no benefit dependent in any way upon such information shall be payable unless and until the information so required shall be furnished. Such evidence shall be

furnished by the Union, Employers, Employees, retired Employees, vested Employees and spouses receiving benefits as applicable.

10.05 Incompetence of Payee. In the event that the Trustees determine that a retired Employee, vested Employee or spouse is physically or mentally unable to give a valid receipt for any benefit payment due under the Plan, such payment may, unless claim shall have been made therefor by a legally appointed guardian, committee or other legal representative, be paid to any person or institution then in the judgment of the Trustees providing for the care and maintenance of such retired Employee, vested Employee or spouse.

ARTICLE XI. CLAIMS PROCEDURE

11.01 Benefit Claims.

11.01-1 Filing a Claim. Any Employee or beneficiary (hereinafter referred to as the "Claimant") requesting benefits under the Pension Plan shall file a claim, prepared by either the Claimant or an authorized representative, with the Board of Trustees on the form provided by the Plan administrative agent.

11.01-2 Denial of Claim.

(a) NonDisability Claims. If the claim is for Retirement Benefits (not Disability Benefits) and is wholly or partially denied, the Claimant shall be given written notice of such action within the period specified in 11.01-3. Such notice will state:

(1) The specific reason or reasons for the denial,

(2) The pertinent provisions on which the denial is based,

(3) A description of additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary, and

(4) An explanation of the appeal procedure set forth in 11.02.

(b) Disability Claims. Starting January 1, 2002, review of any full or partial denial of a claim for Disability Benefits under Article VII shall be governed by the rules of 11.03 set forth in Plan Appendix II.

11.01-3 Initial Claim Period. The normal period to process any nonDisability claim shall end ninety (90) days after the claim is filed. Such period may be

extended twice by the Plan, for up to 45 days each extension, provided the Plan gives Claimant written notice explaining why the extension is needed, what additional information is needed, and when a decision is expected. If Claimant does not receive notice of grant or denial within such initial claim period as so extended, Claimant may request review under 11.02.

11.02 Appeal Procedure For NonDisability Claims

11.02-1 Right to Request Review. If the claim for Retirement Benefits is denied or not granted during the initial claim period of 11.01-3 (including extensions), the Claimant may request a review of the claim under 11.02.

11.02-2 Request for Review. Any request for review is with the Board of Trustees. The request for review is made by personally delivering or mailing a written request for review, prepared by either the Claimant or the authorized representative, to said Board. The Claimant's request for review must be made not later than sixty (60) days after receipt of the notice of denial or, if the claim is not processed during the initial claim period of 11.01-3, not later than sixty (60) days after the last day of such initial claim period. If the written request for review is not made within such sixty (60) day period, the Claimant shall waive the right to review. The Claimant or Claimant's authorized representative may, at or after the time of making the request, review all pertinent documents and submit issues and comments in writing.

11.02-3 Review and Decision. NonDisability appeals decisions are subject to the following rules:

(a) Review Decisions Made at Regularly Scheduled Meetings. The following rules (1) – (3) apply when nonDisability appeals decisions are made at regularly scheduled meetings held on a quarterly or more frequent basis:

(1) Review Panel. The Trustees (or other person(s) or Committee designated by the Trustees as the Review Panel) will determine, in their sole and complete discretion, whether to uphold or deny all or a portion of the initial nonDisability claim denial.

(2) Review Hearing. The determination of the appealed claim shall be made (A) at the next regularly scheduled meeting of the Review Panel if the Plan's Administrative Office receives the written request for appeal more than thirty (30) days prior to the next regularly scheduled meeting or (B) at the regularly scheduled meeting immediately following the next regularly scheduled meeting if the Plan's Administrative Office receives the written request for appeal within thirty (30) days of the next regularly scheduled meeting. If special circumstances require an extension, the decision may be postponed to the third (3rd) regularly scheduled meeting following the Administrative Office's receipt of the written request for appeal if, prior to the expiration of the initial time period for review of the appeal, the Claimant is provided with written notice,

indicating the special circumstances requiring an extension and the date by which the decision is expected to be rendered. If the extension is required because the Claimant has not provided information that is necessary to decide the appeal, the review period may be suspended from the date on which notice of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

(3) Notice of Decision. The Trustees shall provide written or electronic notice to the Claimant of the benefit determination made under this 11.02-3(a) as soon as possible, but not later than five (5) days after such benefit determination is made. The notice shall be written in a manner calculated to be understood by the Claimant and must contain the applicable information specified in 11.01-2(a), together with a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents and other information relevant to the nonDisability claim.

(b) Decisions Not Made at Regularly Scheduled Meetings. Notwithstanding anything in 11.02 to the contrary, if the Trustees (or other person(s) or Committee designated by the Trustees as the Review Panel) do not hold regularly scheduled meetings on a quarterly or more frequent basis, the following rules (1) – (2) shall apply:

(1) Timing of Review Decision. The Review Panel shall review and decide the claim within a reasonable period of time (but no later than sixty (60) days) from the date the Plan's Administrative Office receives the request for appeal, unless special circumstances require an extension of time for reviewing the claim. The extension shall not exceed sixty (60) days from the end of the initial sixty (60) day period. If an extension is necessary, prior to the expiration of the initial sixty (60) day period, the Claimant shall be sent a written notice indicating the special circumstances requiring an extension and the date by which a decision is expected to be rendered.

(2) Notice of Decision. Written or electronic notice of the determination on appeal will be given within a reasonable period of time after the decision by the Review Panel, but not later than the last day of the time period under (1), including any extension.

11.02-4 Request for Arbitrator. A Claimant who is dissatisfied with the written decision of the Board of Trustees shall have the right to request the appointment of an impartial arbitrator to review the matter. Such request must be filed in writing with the Board of Trustees within thirty (30) days of the receipt of the written decision.

11.02-5 Scope of Arbitration. In the event the matter is submitted to arbitration, the question for the arbitrator shall be whether in the particular instance the Board

of Trustees (1) acted arbitrarily or capriciously in the exercise of its judgment; or (2) whether the Board of Trustees' decision is supported by substantial evidence.

11.02-6 Appointment of Arbitrator. If an impartial arbitrator satisfactory to the Claimant and the Board of Trustees is not agreed upon within ten (10) days after the request for arbitration is made, or within such further time as may be allowed by mutual agreement, then upon application of either party involved an arbitrator shall 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.

11.02-7 Hearing and Decision. The arbitrator shall conduct a hearing unless the parties can stipulate to the facts and issues without a hearing. The arbitrator shall render the decision within thirty (30) days of the date (1) the matter is submitted by stipulation, (2) the hearing is closed, or (3) the parties mutually agreed as the deadline for submission of written briefs, whichever is later.

11.02-8 Expenses. The expenses of arbitration shall be borne equally by the appealing person and by the Fund. The decision of the arbitrator shall be final and binding upon the Board of Trustees and upon the Claimant and all other persons involved.

11.03 Appeal Procedure For Denied Disability Benefits.

11.03-1 Disability Claim Rules. If the Board of Trustees, at any time after 2001 and in the exercise of their sole discretion under Article VII, determine that an individual who has received a federal Social Security disability benefit award is not Totally and Permanently Disabled, the notice and review of any resulting denial of Disability Benefits (a "Disability Claim") shall be governed by this 11.03 and not by 11.02, except as referenced below in 11.03-6.

11.03-2 Denial of Disability Claim.

(a) Timing of Decision. If a Claimant's Disability Claim is denied, a Notice of Adverse Benefit Denial shall be provided to the Claimant no later than 45 days after the Plan's receipt of the Disability Claim.

(b) Extension. Notwithstanding the foregoing, the deadline for deciding a Disability Claim may be extended twice, for up to 30 days each, so long as the Claimant receives prior notice containing the following:

(1) A statement of circumstances requiring the extension;

(2) The date by which the Plan expects to render a decision;

(3) An explanation of the standards upon which entitlement to a benefit is based;

(4) Any unresolved issues that prevent a decision; and

(5) A request for additional information needed to render a decision.

11.03-3 Notice of Adverse Benefit Determination. In the event a Disability Claim is denied pursuant to 11.03-2, a written Notice of Adverse Benefit Determination must be provided to the Claimant that provides the following information in a manner calculated to be understood by the Claimant:

(a) Specific reason(s) for adverse determination;

(b) Reference to specific plan provision(s) on which determination is based;

(c) Description of additional information or material necessary for the Claimant to perfect the claim, and an explanation of why such information or material is necessary;

(d) Description of the Plan's review procedures and applicable time limits;

(e) Statement of Claimant's right to bring suit under ERISA § 502(a), following an adverse determination on review;

(f) 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 it will be provided free upon request; and

(g) If the determination was based on a medical necessity, the determination notice must explain the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or it must include a statement that such explanation will be provided free upon request.

11.03-4 Perfecting a Disability Claim. If the Claimant is notified that additional information is required to make a Disability Claim decision, the requested information must be provided to the Plan within forty five (45) days of such notice.

11.03-5 Disability Claim Appeal Procedures.

(a) Right to Appeal and Review Procedure. If a Disability Claim is denied pursuant to 11.03-2, the Claimant may appeal such decision and ask for a

review of the claim within 180 days of receiving the notice described in 11.03-3. Any such review shall be conducted pursuant to the following procedures:

(1) Review cannot afford deference to the initial adverse benefit determination made under 11.03-2;

(2) Review must be conducted by the appropriate named fiduciary, who is not the individual who made the initial adverse benefit determination and is not a subordinate of that individual;

(3) If the initial adverse benefit determination was based in whole or in part on medical judgment, the named fiduciary must consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment; such health care professional must not be the one who was consulted in connection with the initial adverse determination and must not be a subordinate of that individual; and

(4) If the advice of medical or vocational experts was obtained by the Plan in connection with the adverse determination, the review procedures must provide for their identification without regard to whether their advice was relied upon.

(b) Notice of Determination on Review. Regardless of whether such determination is adverse, a Notice of Determination on Review must be provided to the Claimant as discussed below in 11.03-5(c). Such Notice of Determination on Review must be written in a manner calculated to be understood by the Claimant and must include the following (1) – (7):

(1) If adverse, specific reason(s) for adverse determination;

(2) Reference to specific plan provision(s) on which determination is based;

(3) Statement that Claimant is entitled to receive, free upon request, reasonable access to and copies of all documents, records and other information relevant to the claim;

(4) Statement of Claimant's right to bring suit under ERISA § 502(a);

(5) 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 it will be provided free upon request;

(6) If the determination was based on a medical necessity, the determination notice must explain the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or it must include a statement that such explanation will be provided free upon request; and

(7) Statement advising the Claimant of other "voluntary alternative dispute resolution options" and containing the 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."

(c) Timing for Disability Decision on Appeal.

(1) Decisions Made at Regularly Scheduled Meetings. The following rules (A) – (C) apply when Disability appeals decisions are made at regularly scheduled meetings held on a quarterly or more frequent basis:

(A) Review Panel. The Trustees (or person(s) or Committee designated by the Trustees as the Review Panel) will determine, in their sole and complete discretion, whether to uphold or deny all or a portion of the initial Disability claim denial.

(B) Review Hearing. The determination of the appealed claim shall be made (i) at the next regularly scheduled meeting of the Review Panel if the Plan's Administrative Office receives the written request for appeal more than thirty (30) days prior to its next regularly scheduled meeting or (ii) at the regularly scheduled meeting immediately following the next regularly scheduled

meeting if the Plan's Administrative Office receives the written request for appeal within thirty (30) days of the next regularly scheduled meeting. If special circumstances require an extension, the decision may be postponed to the third regularly scheduled meeting following the Administrative Office's receipt of the written request for appeal if, prior to the expiration of the initial time period for review, the Claimant is provided with written notice, indicating the special circumstances requiring an extension and the date by which the decision is expected to be rendered. If the extension is required because the Claimant has not provided information that is necessary to decide the claim, the review period may be suspended from the date on which notice of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

(C) Notice of Decision. The Trustees shall provide written or electronic notice to the Claimant of the benefit determination made under this 11.03-5(c)(1) as soon as possible, but not later than five (5) days after such benefit determination is made. The notice shall include the information specified in 11.03-5(b).

(2) Decisions Not Made at Regularly Scheduled Meetings. Notwithstanding anything in this 11.03-5 to the contrary, if the Trustees (or other person(s) or Committee designated by the Trustees as the Review Panel) do not hold regularly scheduled meetings on a quarterly or more frequent basis, the following rules (A) – (B) shall apply:

(A) Timing of Review Decision. The Review Panel shall review and decide the claim within a reasonable period of time (but no later than forty-five (45) days) from the date the Plan's Administrative Office receives the request for appeal of the Disability

claim, unless special circumstances require an extension of time for reviewing the claim. The extension shall not exceed forty-five (45) days from the end of the initial forty-five (45) day period. If an extension is necessary, prior to the expiration of the initial forty-five (45) day period, the Claimant shall be sent a written notice indicating the special circumstances requiring an extension and the date by which a decision is expected to be rendered.

(B) Notice of Decision. Written or electronic notice of the determination on appeal will be given within a reasonable period of time after the decision by the Review Panel, but not later than the last day of the time period under (A), including any extension.

11.03-6 Rules Applied to Additional Voluntary Levels of Appeal.

(a) Request for Review by Impartial Arbitrator. A Claimant who is dissatisfied with the Disability Claim decision rendered in the Notice of Determination on Review in 11.03-5(b) shall have the right to request the appointment of an impartial arbitrator to review the Disability Claim. Such request must be filed in writing with the Board of Trustees within thirty (30) days of the receipt of the Notice of Determination on Review. The decision of the arbitrator shall be final and binding upon the Board of Trustees and upon the Claimant and all other persons involved.

(b) Arbitration Rules. In the event the Disability Claim is submitted to arbitration pursuant to 11.03-6(a), the provisions of 11.02-5, -6 and –7 shall apply, together with the following (1) – (5):

(1) The Plan waives any right to assert that a Claimant has failed to exhaust administrative remedies because the Claimant did not elect to submit a benefit dispute to any such 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) A Claimant may elect to submit a benefit dispute to such voluntary level of appeal only after exhaustion

of the required appeal to an appropriate named fiduciary pursuant to 11.03-5;

(4) The Plan must provide to any Claimant, upon request, sufficient information relating to the voluntary level of appeal to enable the Claimant to make an informed judgment about whether to submit a benefit dispute to the voluntary level of appeal, including a statement that the decision of a Claimant as to whether or not to submit a benefit dispute to the voluntary level of appeal will have no effect on the Claimant's rights to any other benefit under the Plan and information about the applicable rules, the Claimant's right to representation, the process for selecting the decisionmaker, and the circumstances, if any, that may affect the impartiality of the decisionmaker, such as any financial or personal interest in the result or any past or present relationship with any party to the review process; and

(5) The Plan shall pay the costs and fees of the arbitration process, arbitrator, court reporter, transcript and hearing location. The Plan and Claimant each shall pay the fees and costs of their own legal counsel or representative.

ARTICLE XII. AMENDMENT, TERMINATION, MERGER

12.01 Amendment by Trustees. The Trustees may at any time or times modify, alter or amend the Plan in any respect, retroactively or otherwise. However, no modification, alteration or amendment shall adversely affect any retired Employee, vested Employee or spouse receiving benefits.

12.02 Limitations on Amendment.

12.02-1 No Cut-Back of Accrued Benefit. No amendment after July 30, 1984 (including a change in the actuarial basis for determining optional or Early Retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit, except to the extent permitted under Code § 412(c)(8). A Plan amendment which has the effect of (a) or (b) below shall be treated as reducing accrued benefits:

(a) eliminating or reducing an Early Retirement benefit, or a retirement-type subsidy with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy; in general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a

medical benefit, a Social Security supplement, a death benefit (including life insurance), or a plant shutdown benefit (that does not continue after retirement age); or

(b) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment.

12.02-2 No Decrease of Vested Interest. No amendment to the Plan shall have the effect of decreasing a Participant's vested interest determined without regard to such amendment as of the later of the date such amendment is adopted, or becomes effective. Also, an amendment may not change the schedule on the basis of which a Participant acquires such a right, unless each Participant who has at least three (3) Years of Service (if the Participant has one (1) Hour of Service on or after August 1, 1989; if not substitute "five" for "three") at the time the amendment is adopted or effective (whichever is later) is allowed to make an irrevocable election to remain under the vesting schedule in effect immediately prior thereto with respect to all accrued benefits, both before and after the amendment. Such election must be made during the period commencing on the date the amendment is adopted (not necessarily its Effective Date) and ending no earlier than sixty (60) days after the last to occur of the following: the date the amendment is adopted, the date the amendment takes effect, or the date the Participant is furnished written notice of the amendment by the Plan Administrator.

12.03 Termination.

12.03-1 Vesting. Upon the termination or partial termination of the Plan, the rights of each Participant to their respective accrued benefits at such time (to the extent funded as of such time) shall be nonforfeitable without reference to any formal action on the part of the Trustees.

12.03-2 Application of Assets. Upon termination of the Plan and Trust, the assets of the Trust Fund shall, after payment of expenses, be applied to the payment of full benefits as provided in the Plan in the order of priority set forth in § 4044 of ERISA provided that such order of priority does not result in discrimination prohibited by the Code.

12.04 Trust Merger or Consolidation. Neither the Plan nor the Trust may be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan or trust, unless each Participant would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit that would be payable under the Plan immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

The foregoing restated provisions of the Western Glaziers Retirement Plan are adopted by authority of the Trustees on December 11, 2007.

[Signatures appear on the following page]

WESTERN GLAZIERS RETIREMENT PLAN

By: _____
Chair, Board of Trustees

By: _____
Secretary, Board of Trustees

WESTERN GLAZIERS RETIREMENT PLAN

SCHEDULE B

Special Increases for Retirees under Plan § 4.01-5

(a) Schedule B. Any special action by the Trustees under Plan § 4.01-5 shall be set forth in Schedule B attached as part of the Plan document.

(b) August 1, 1986 Increase. For all retirees and beneficiaries entitled to receive retirement benefit payments on August 1, 1986 (excluding those who first retire on August 1, 1986), the amount payable on August 1, 1986 (before taking this increase into account), shall be increased by two percent (2%) of such August 1, 1986, amount for each twelve (12) month anniversary since the Participant began receiving retirement benefits, up to a maximum increase of eight percent (8%) for four (4) such anniversaries, and provided that each such retiree and beneficiary shall receive an increase of at least two percent (2%) of such August 1, 1986, amount, and such increased benefit thereafter shall be paid monthly starting as of August 1, 1986, until the final payment due under the Plan attributable to the retiree's retirement shall have been made.

(c) August 1, 1988 Increase. For all retirees and beneficiaries entitled to receive retirement benefit payments on August 1, 1988 (excluding those who first retire on August 1, 1988), the amount payable on August 1, 1988 (before taking this increase into account), shall be increased by nineteen percent (19%) of such August 1, 1988, amount, and such increased benefit thereafter shall be paid monthly starting as of August 1, 1988, until the final payment due under the Plan attributable to the retiree's retirement shall have been made.

(d) August 1, 1990 Increase. For all retirees and beneficiaries entitled to receive retirement benefit payments on August 1, 1990 (excluding those who first retire on August 1, 1990), the amount payable on August 1, 1990 (before taking this increase into account), shall be increased by five percent (5%) of such August 1, 1990, amount, and such increased benefit thereafter shall be paid monthly starting as of August 1, 1990, until the final payment due under the Plan attributable to the retiree's retirement shall have been made. Any such benefit attributable to a retirement starting during the two (2) year period from August 1, 1988 to July 31, 1990, shall be further increased to the following if greater than the amount under the immediately preceding sentence: the retired Participant's benefit shall be recalculated as of August 1, 1990, using the applicable benefit rates in effect on such date (including the new four and two-tenths percent (4.2%) rate) and paid if greater.

(e) August 1, 1991 Increase. For all retirees and beneficiaries entitled to receive retirement benefit payments on August 1, 1991 (excluding those who first retire on August 1, 1991), the amount payable on August 1, 1991 (before taking this increase into account), shall be increased by three percent (3%) of such August 1, 1991, amount, and such increased benefit

thereafter shall be paid monthly starting as of August 1, 1991, until the final payment due under the Plan attributable to the retiree's retirement shall have been made.

(f) August 1, 1993 Increase. For all retirees and beneficiaries entitled to receive retirement benefit payments on August 1, 1993 (excluding those who first retire on August 1, 1993), the amount payable on August 1, 1993 (before taking this increase into account), shall be increased by 6.4 percent of such August 1, 1993, amount, and such increased benefit thereafter shall be paid monthly starting as of August 1, 1993, until the final payment due under the Plan attributable to the retiree's retirement shall have been made.

(g) August 1, 1994, Increase. For all retirees and beneficiaries entitled to receive retirement benefit payments on August 1, 1994 (excluding those who first retire on August 1, 1994), the amount payable on August 1, 1994 (before taking this increase into account), shall be increased by two percent (2%) of such August 1, 1994, amount, and such increased benefit thereafter shall be paid monthly starting as of August 1, 1994, until the final payment due under the Plan attributable to the retiree's retirement shall have been made.

(h) August 1, 1997, Increase. For all retirees and beneficiaries entitled to receive retirement benefit payments on August 1, 1997 (excluding those who first retire on August 1, 1997), the amount payable on August 1, 1997 (before taking this increase into account), shall be increased by four percent (4%) of such August 1, 1997, amount, and such increased benefit thereafter shall be paid monthly starting as of August 1, 1997, until the final payment due under the Plan attributable to the retiree's retirement shall have been made.

(i) August 1, 1998 Increase. For all retirees and beneficiaries entitled to receive retirement benefit payments on August 1, 1998 (excluding those who first retire on August 1, 1998), the amount payable on August 1, 1998 (before taking this increase into account) shall be increased by four percent (4%) of such August 1, 1998, amount, and such increased benefit thereafter shall be paid monthly starting as of August 1, 1998, until the final payment due under the Plan attributable to the retiree's retirement shall have been made.

(j) August 1, 1999 Increase. For all retirees and beneficiaries entitled to receive retirement benefit payments on August 1, 1999 (excluding those who first retire on August 1, 1999), the amount payable on August 1, 1999 (before taking this increase into account) shall be increased by three percent (3%) of such August 1, 1999 amount, and such increased benefit thereafter shall be paid monthly starting as of August 1, 1999, until the final payment due under the Plan attributable to the retiree's retirement shall have been made.

(k) August 1, 2000 Increase. For all retirees and beneficiaries entitled to receive retirement benefit payments on August 1, 2000 (excluding those who first retire on August 1, 2000), the amount payable on August 1, 2000 (before taking this increase into account) shall be increased by three percent (3%) of such August 1, 2000 amount, and such increased benefit thereafter shall be paid monthly starting as of August 1, 2000, until the final payment due under the Plan attributable to the retiree's retirement shall have been made.

WESTERN GLAZIERS RETIREMENT PLAN
(2008 Restatement)

CODE SECTION 401(a)(9) MODEL AMENDMENT
PURSUANT TO REV. PROC. 2002-29

PLAN APPENDIX I

Section A1. General Rules for Required Minimum Distributions

A1.1. Effective Date. The provisions of this Amendment will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

A1.2. Coordination with Minimum Distribution Requirements Previously in Effect. Not applicable.

A1.3. Precedence. The requirements of this Amendment will take precedence over any inconsistent provisions of the Western Glaziers Retirement Plan (Plan) and any prior amendments thereto.

A1.4. Requirements of Internal Revenue Service Regulations Incorporated. All distributions required under this Amendment will be determined and made in accordance with the Internal Revenue Service regulations under Code Section 401(a)(9).

A1.5. TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Amendment, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

Section A2. Time and Manner of Distribution

A2.1. Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. The Required Beginning Date is the Benefit Starting Date under Plan 1.04.

A2.2. Death of Participant before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or will begin to be distributed, no later than as follows:

(a) If the Participant's surviving Spouse is the sole designated Beneficiary, then subject to Section A2.2(e) below distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(b) If the Participant's surviving Spouse is not the sole designated Beneficiary, then subject to Section A2.2(e) below distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) If the Participant's surviving Spouse is the sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section A2.2 other than Section A2.2(a) will apply as if the surviving Spouse were the Participant.

(e) If the Participant dies before distributions begin and there is a designated Beneficiary, distribution to the designated Beneficiary is not required to begin by the date specified in sections A2.2(a) or (b) above if the Participant's entire interest is distributed to the designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

For purposes of this Section A2.2 and Section A5, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section A2.2(d) applies, the date distributions are required to begin to the surviving Spouse under Section A2.2(a)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section A2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

A2.3. Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with sections A3, A4 and A5 of this Amendment. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and IRS regulations. Any part of the Participant's interest which is in the form of an individual account described in Code Section 414(k) will be distributed in a manner satisfying the requirements of Code Section 401(a)(9) and the IRS regulations that apply to individual accounts.

Section A3. Determination of Amount to be Distributed Each Year

A3.1. General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(a) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(b) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section A4 or A5;

(c) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(d) payments will either be nonincreasing or increase only as follows: (1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index based on prices of all items and issued by the Bureau of Labor Statistics; (2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 4 dies or is no longer the Participant's Beneficiary under a qualified domestic relations order within the meaning of Code Section 414(p); (3) to provide cash refunds of employee contributions upon the Participant's death; or (4) to pay increased benefits that result from a Plan amendment.

A3.2. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section A2.2(a) or (b)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

A3.3. Additional Accruals after First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

Section A4. Requirements For Annuity Distributions That Commence During Participant's Lifetime

A4.1. Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table in Q&A-2 of Section 1.401(a)(9)-6T of the IRS regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

A4.2. Period Certain Annuities. Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the IRS regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the IRS regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section A4.2, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the IRS regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

Section A5. Requirements For Minimum Distributions If Participant Dies Before Distributions Begin

A5.1. Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section A2.2(a) or (b), over the life of the designated Beneficiary or over a period certain not exceeding (a) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or (b) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of his or her birthday in the calendar year that contains the annuity starting date.

A5.2. No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

A5.3. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section A5 will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section A2.2(a).

Section A6. Definitions.

A6.1. Designated Beneficiary. The Beneficiary designated by the Participant is the designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-1, Q&A-4 of the IRS regulations.

A6.2. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section A2.2.

A6.3. Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the IRS regulations.