

**MICHIGAN GLASS AND
GLAZING INDUSTRY**

**DEFINED CONTRIBUTION
PENSION FUND**

**SUMMARY PLAN
DESCRIPTION**

October 1, 2025

**MICHIGAN GLASS AND GLAZING INDUSTRY DEFINED CONTRIBUTION
PENSION FUND
BOARD OF TRUSTEES**

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The Board of Trustees is the legal Plan Administrator.

FUND OFFICE/ADMINISTRATIVE MANAGER

BeneSys, Inc.

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Mailing Address: P.O. Box 966, Troy, MI 48099-0966

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Joseph R. Pawlick, Esq.
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Legal process may also be served on any Trustee or the Plan Administrator.

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**MICHIGAN GLASS AND GLAZING INDUSTRY
DEFINED CONTRIBUTION PENSION FUND**

SUMMARY PLAN DESCRIPTION

(As of October 1, 2025)

IMPORTANT NOTICE

The question and answer summary of the Plan describes the Plan as it was on October 1, 2025. The Fund will report changes in the summary of material modifications provided to each participant annually as part of the summary annual report. Your rights, if any, are determined by the Plan as in effect at the time you separate from employment. If you have any questions about your status as a participant, contact the Administrative Manager

One word of caution: NO ONE HAS THE AUTHORITY TO SPEAK FOR THE TRUSTEES IN EXPLAINING THE ELIGIBILITY RULES OR BENEFITS OF THE FUND EXCEPT THE FULL BOARD OF TRUSTEES.

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INTRODUCTION

We are pleased to provide you with this Summary Description of your Defined Contribution Plan. As you read it, keep in mind that it is an effort to summarize in simple terms the principal provisions of the formal Plan.

It is not intended to cover every detail of the Plan or every situation that might occur. We have tried to make the Summary accurate and complete, but it is not a substitute for the Pension Plan itself. If there is any conflict or difference between this Summary and the formal Plan, the Plan and not this Summary will control.

You should read this material carefully and keep it for reference. It will help you understand how the Plan works, what rights and benefits it provides you and your beneficiaries and how to obtain those benefits.

Each year, you will receive a summary of material modifications with the summary annual report, which will include a report of any substantial changes in the Plan made after October 1, 2025. Like this summary, it is intended as a general statement of the changes and is not a substitute for the Plan itself.

If you have any doubt or question about any provision of the Plan or the Summary or your rights under the Plan, do not hesitate to contact the Administrative Manager, preferably in writing, to have your doubt or question answered.

Board of Trustees

Don Stepp (Chairman)
Robert Gonzalez
Christian Speight
Frank Tate Jr.

Gary Oberlander (Secretary)
John Griffin
Paul Hester
Ross Winiemko

October 1, 2025

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GENERAL INFORMATION

The Michigan Glass and Glazing Industry Defined Contribution Pension Fund was created through collective bargaining.

It is sponsored and administered by a Board of eight Trustees. Four of the Trustees are Employer Trustees, designated by the Glazing Contractors Association, Inc., and four are Union Trustees, designated by Glaziers, Glassworkers and Architectural Metal Workers Local Union No. 357, AFL-CIO. The Board of Trustees is the legal Plan Administrator and it has hired the firm of BeneSys, Inc., as Administrative Manager to manage the day-to-day operation of the Fund.

The Fund has been assigned an employer identification number by the Internal Revenue Service. It is 38-3257340. The Plan Number is 003.

The Plan established by the Trustees is considered by the federal government to be a defined contribution profit sharing plan subject to the Employee Retirement Income Security Act of 1974, as amended, usually referred to as ERISA. As a defined contribution profit sharing plan, the Plan is not covered by Title IV of ERISA - Plan Termination Insurance.

The Plan is funded through the Trust Fund, which receives contributions made by employers at a rate specified in collective bargaining agreements between the employers and Local 357, and pre-tax elective deferral contributions from eligible employees who so choose in amounts elected by them. Any participant may receive, upon written request to the Fund Office, information about whether a particular employer is contributing to the Fund and, if so, the employer's address.

Those involved in the operation of the Plan whom you might wish to contact are:

TRUSTEES/FUND OFFICE

Board of Trustees, Michigan Glass and Glazing Industry Defined Contribution Pension Fund

Street Address: 700 Tower Drive, Suite 300, Troy MI 48098

Mailing Address: P.O. Box 966, Troy, MI 48099-0966

Telephone: (248) 641-4957

FAX: (248)813-9898

Website: www.glassworkers357fringe.org

Agent Designated for Service of Legal Process

Joseph R. Pawlick, Esq.

Watkins, Pawlick, Calati & Prifti, PC

1423 E. Twelve Mile Road

Madison Heights, Michigan 48071

Service of legal process may also be made upon any Plan Trustee.

If you have questions about the Fund, you should contact the Fund Office/Administrative Manager or the Board of Trustees.

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ERISA RIGHTS

As a participant in the Michigan Glass and Glazing Industry Defined Contribution Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits.

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and the union hall, all documents governing the Plan, including insurance contracts and 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 and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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 a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up

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to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits 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 U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, 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. The web site address for the Employee Benefits Security Administration of the Department of Labor is <http://www.dol.gov/ebsa>.

SUMMARY DESCRIPTION

PARTICIPATION, CONTRIBUTIONS, ACCRUED BENEFIT ACCOUNTS

What type of plan is the Pension Fund?

The Fund is a Defined Contribution Plan qualified under section 401(a) of the Internal Revenue Code as a Profit-Sharing Plan.

Who may become a participant?

If you are represented by Glaziers, Glassworkers and Architectural Metal Workers Local Union No. 357, AFL-CIO, and the collective bargaining agreement covering you requires that your employer contribute to this Fund, you may become a participant.

If you are a sole proprietor or a partner in a partnership that is an employer required by collective bargaining agreement to contribute to this Fund or permits workers to elect to make pre-tax deferral contributions, contributions may not be made to the Fund in your behalf.

When do I become a participant?

When you have performed one (1) Hour of Service under such a collective bargaining agreement for a contributing employer, you immediately become a participant.

Is an Hour of Work the same as an Hour of Service?

No. "Hour of Service" is a legal term used to comply with the federal statute. For every 435 Hours of Work you perform, you will be credited with 500 Hours of Service. In order to avoid confusion, only Hours of Work will be referred to hereafter in this Summary, but you should be aware that the two terms are separately defined in the Plan and do not mean the same thing.

Please note that this does **not** change the amount of money that you have in your Accrued Benefit Account, or entitle you to any additional contributions. This conversion is simply a legal requirement and has no impact on benefits.

What is a Plan Year?

A Plan Year is the consecutive twelve-month period running from June 1 through May 31. All of the records of the Fund are kept on a Plan Year basis.

What happens when I become a participant?

You become 100% vested in all contributions made based on work you perform, which are recorded in an Accrued Benefit Account in your name.

How much is my employer required to contribute?

That amount is determined by collective bargaining, based on your work classification, and your hours worked.

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Am I allowed to make additional contributions?

Yes, you may elect to have a portion of your hourly pre-tax wages contributed to the Fund. This is permitted under Section 401(k) of the Internal Revenue Code. You elect to do this by completing a “Salary Reduction Agreement” after becoming a Participant in the Plan, OR, if you have already satisfied those requirements, within seven (7) days of when you begin working for an employer. On the Salary Reduction Agreement, you may indicate the amount that you wish to have deducted from your wages and contributed to the Fund, subject to the limits established by the Internal Revenue Service.

Please note that the Salary Reduction Agreement you enter into will continue until you receive your final weekly wage from that employer. However, you may elect to enter into, terminate or modify a Salary Reduction Agreement with an employer no more frequently than twice each calendar year (the first day of January and/or July) if you have been employed with that employer for more than six (6) months.

There are many other restrictions placed by the Internal Revenue Service regarding the overall amount that may be added to your retirement or deferred compensation accruals in a Plan Year. The Fund monitors these restrictions closely and there might be occasions when the Fund may have to return some of your elective contributions to you in order to keep the Fund in compliance with the law (for example, if the amount of your elective contributions exceed the statutory limit). Also, the Fund is required to keep records of your gross wages for purposes of compliance with these restrictions.

Is there any way I can be sure that the proper contributions are being made to the Fund on my behalf?

Yes. So that you can check your contributions, the Fund web site has up-to-date information on the amount of contributions received on your behalf by this Fund and the other Funds. You should review this information carefully. The Fund’s website address is www.glassworkers357fringe.org. You will need a User ID and a password to access your personal information, and BeneSys can assist you in this regard.

If no contributions are received for a period in which you worked, it may be that your employer did not submit a timely payment or did not furnish your correct Social Security Number on the report form. In any event, it is in your best interest to check on the matter immediately so that, if contributions have been made, they will be properly credited to you and, if they have not been made, some timely action can be taken to attempt to collect them from your employer.

Are there any circumstances under which money contributed as a result of work performed by me would be forfeited?

No. You are 100% vested in all employer contributions as soon as they are received by the Fund.

Are there other ways in which I or my beneficiaries could be ineligible for benefits, or denied any benefits?

Under certain circumstances, applications for benefits under the Plan may be denied, or accrual of benefits could be limited. These circumstances include but are not limited to the following:

- A. If your benefit accrual reaches the maximum limitations established by law, no further benefit will be accrued.
- B. The applicable law may change, or, within legal limits, the Plan can be amended.
- C. There are certain court orders that may require that all or part of benefits otherwise payable to you and/or your beneficiary be paid to another person. These orders, called Qualified Domestic Relations Orders, must meet certain requirements of federal law and when they do, the Fund must honor them. See “Qualified Domestic Relations Orders” on page S-24 of this Summary.
- D. The Fund must honor a levy imposed to collect federal taxes or penalties you owe to the Internal Revenue Service.
- E. If you join an excluded class of employees, you may not be eligible for further Plan participation or accruals, and this may affect part or all of your future benefits.
- F. Disability may result in loss of opportunity to make *future* benefit accruals and limit your benefits to those earned prior to your disability.
- G. Payment of all Plan benefits is subject to the individual meeting all requirements of the Plan. For example, if you apply for a benefit, but are found not to have retired, not to have separated from service, or not to be disabled (as applicable), or if an individual applies for a benefit but is determined not to be your beneficiary under the terms of the Plan, such application will be denied.

Does the Fund accept rollovers?

Yes, but only from other qualified defined contribution plans. If you are entitled to receive an eligible rollover distribution from an Internal Revenue Code Section 401(a), 403(a) or 403(b) plan or a Section 457 plan, you may rollover all or only a part of that distribution directly to this Fund, subject to certain guidelines and restrictions. Rollovers from individual retirement accounts or individual retirement annuities (IRAs) are not allowed. The Fund Office will, on request, provide you with information about your right to rollover amounts into this Fund.

Is the money recorded in my Accrued Benefit Account kept and invested separately from money contributed for other employees?

The money in your Accrued Benefit Account is held together with that of all other participants. However, the Board of Trustees has given all participants the ability to direct the investment of their own share in one of the investment options selected by the Board of Trustees. See “Participant - Directed Investing” on page S-17 of this Summary.

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How is the value of my Accrued Benefit Account determined?

Generally, your Accrued Benefit Account is made up of the employer contributions, pre-tax elective deferral contributions and rollover contributions received on your behalf, less your share of Plan administrative and investment expenses, plus or minus any reciprocity transfers paid or received on your behalf, plus or minus any contributions based on military service (see below), and plus or minus the investment gains or losses attributed to your share of the Fund.

The assets are valued on a daily basis and the value of each of the Accrued Benefit Accounts is determined daily. You will be provided with a written statement quarterly, showing the value of your Accrued Benefit Account. The quarterly statement will show your balance at the end of the previous quarter, contributions made during that quarter (which will include any reciprocity transfers), investment gains or losses for the quarter based on your investment options less your share of the Fund's administrative expenses and the resulting new quarter-end balance. It will also reflect any outstanding loans you may have.

How is my share of earnings determined?

The Fund is valued on a daily basis. As noted above, the money in your Accrued Benefit Account is held together with that of all other participants. Each day, all Accounts are charged or credited with the net earnings, gains, losses and expenses, as well as any appreciation or depreciation in the market value based on the investment experience of all Fund investments. The amount of such earnings, gains, losses, expenses, appreciation or depreciation in the investments' market values that is credited or charged to your Account is determined based on the investments you selected (or if you did not make a selection, the Fund's default investment).

What fees are deducted from my account?

In addition to the investment management fees, which are deducted from the earnings of the various investment options (see "What investment options can I choose from?" on page S-18 of this Summary which includes information on "expense ratios" and applicable redemption fees for each option), participants are charged an amount to meet the other expenses of the Fund, such as the costs of the third party administrator, legal counsel, accounting fees, etc. The dollar amount charged to each account is determined by allocating the actual total amongst all participants.

Am I entitled to contributions for the time I spend in the military?

Yes, with certain limits. If you enter service in the Armed Forces or other uniformed services of the United States then covered by applicable Federal law within one (1) calendar month after last performing an hour of bargaining unit work for a covered employer and serve for a period of five (5) years or less, unless your service is extended by the government, and you resume employment covered by this Plan within four (4) months of the date of your honorable discharge (or within 24 months, if you are recovering from an illness or injury incurred during or aggravated by your military service), your Accrued Benefit Account will be credited with employer contributions for the period of your service, but not with any investment earnings attributable to those contributions, based on the average number of hours of bargaining work you performed each month during the twelve consecutive months immediately preceding your entry into the service, or if you first worked for a covered employer fewer than twelve months prior to your entry into the service, during that shorter period. The hourly contribution rate used to determine the contributions credited

is that applicable during the period of your service in the Forces; to other employees of your last Employer prior to your entering service in the Forces; and for the same job classification prior to your entry of service in the Forces.

If you are a Reservist or National Guardsman and are called to active service by the United States Government, your Accrued Benefit Account shall be credited with contributions for the period of that active service in accordance with the provisions set out in the above paragraph.

The contributions with which participants who meet the above requirements will be credited will be treated as an administrative expense of the Fund, which comes from the Accrued Benefit Accounts of all participants (including yours) on a pro-rata basis.

BENEFITS

When will I be entitled to receive benefits?

You will be entitled to receive benefits, upon submitting an application to the Fund Office with all required documentation, if you retire, become totally and permanently disabled, or separate from employment. Your beneficiary may be entitled to apply for and receive benefits when you die. If you do not apply for benefits, the Fund will distribute your benefits to you beginning no later than the date the Internal Revenue Service requires benefits to begin (currently, April 1st of the calendar year after the year you reach age 73), even if you are still working.

If you believe that you are entitled to receive a benefit from the Fund, you must submit an application to the Fund Office. The Fund Office will notify you in writing if your application is approved, denied, or if additional information is needed.

In some cases, you may also receive a loan from your Accrued Benefit Account, a Childbirth/Adoption distribution, or a distribution based on a Federally Declared Disaster, as described below.

What are the requirements for receiving benefits when I retire?

You are eligible to apply for and begin receiving retirement benefits on and after you reach your 52nd birthday when you retire. If you do not apply for benefits, the Fund will distribute your benefits to you beginning no later than the date the Internal Revenue Service requires benefits to begin (currently, April 1st of the calendar year after the year you reach age 73), even if you are still working.

When will I be considered “retired” for purposes of the Plan?

For purposes of receiving a retirement benefit from the Fund, “retire” means the *permanent cessation* of:

- (a) employment or self-employment (irrespective of whether you are engaged as an employee or an independent contractor) in the glazing industry or any related business,
- (b) employment or self-employment (irrespective of whether you are engaged as an employee or an independent contractor) performing tasks covered by the Constitution

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of the International Union of Painters and Allied Trades, irrespective of whether the employer is party to a collective bargaining agreement, and

- (c) employment (irrespective of whether you are engaged as an employee or an independent contractor) with any labor organization or any affiliated entities, including employee benefit funds, committees or related organizations.

What are the requirements for receiving benefits if I become totally and permanently disabled?

If you apply and are determined to be totally and permanently disabled under the terms of the Plan, based upon medical evidence, you are eligible to receive benefits. You are considered totally and permanently disabled if it is determined, based upon medical evidence, that you are prevented by a physical or mental condition from engaging in any further employment performing tasks covered by the Constitution of the International Union of Painters and Allied Trades. Although not required, a Social Security Disability Award is sufficient evidence for a finding of total and permanent disability.

What are the requirements for receiving benefits because of separation from employment?

If you accrue no Hours of Service for a period of at least twenty-four consecutive months prior to the date of proposed distribution, and if you “Separate From Service” as that term is defined under the Plan, you will be considered to have separated from employment with the trade.

In order to apply for this benefit, you must submit an application to the Fund on a form prescribed and furnished by the Fund, accompanied by copies of your income tax filings for *each affected calendar year* (that is, each calendar year which is part of the period during which you accrued no Hours of Service and during which you were Separated From Service), with all attached IRS Form W-2s reflecting your employer(s) for that period, plus such other proofs as the Fund may require. If you did not file income tax reports for any of the affected calendar years, you must provide a statement under oath in the form of an affidavit, on a form to be prepared and supplied by the Fund, which you must sign either before a Fund representative or before a notary public. This affidavit will set forth your complete employment activity and income sources for the applicable period.

The term “Separate From Service” means the accrual of no Hours of Service as well as the *complete cessation*, for a period of at least twenty-four months immediately prior to the proposed distribution, of all:

- (a) employment or self-employment (irrespective of whether you are engaged as an employee or as an independent contractor) in the glazing industry or any related business,
- (b) employment or self-employment (irrespective of whether you are engaged as an employee or as an independent contractor) performing tasks within the work jurisdiction of the Union, irrespective of whether the employer is party to a collective bargaining agreement, and

- (c) employment (irrespective of whether you are engaged as an employee or as an independent contractor) with any labor organization or any affiliated entities, including employee benefit funds, committees or related organizations.

What benefits are payable if I qualify and apply for retirement, total and permanent disability or separation benefits?

If you are a married participant at the time payment is to commence, the normal form of benefit for you is a Joint and Survivor Annuity, which provides a monthly benefit for you for life, and a continuation of 50% of that benefit to your spouse if your spouse lives longer than you do. The amount of the monthly benefit will be determined by the value of your Accrued Benefit Account and will be provided by purchase of an annuity contract from an insurer authorized to do business in Michigan.

If the value of your Accrued Benefit Account is less than \$1,000, your benefit will automatically be paid by the Fund in a lump sum, rather than as a monthly benefit.

If you wish to waive the joint and survivor annuity and your spouse consents, you may choose to receive benefits, up to the value of your Accrued Benefit Account, in one of the following optional forms rather than the applicable normal form:

- (a) A joint and survivor annuity, which provides a monthly benefit for you and a continuation of 75% of that benefit to your spouse if your spouse lives longer than you do. The amount of the monthly benefit will be determined by the value of your Accrued Benefit Account and will be provided by the purchase of an annuity contract from an insurer authorized to do business in Michigan.

- (b) A lump sum cash payment to you of the full or partial value of your Account, except that any partial distribution shall not be (1) less than \$500, (2) more than 50% of your Account, and (3) leave an account balance of less than \$500. If you have an outstanding loan, you may take a partial distribution, as long as the remaining balance in the Account is not less than 200% of the remaining loan balance; or

- (c) A periodic distribution to you over a set period of time not to exceed your life expectancy. Such distribution shall be made over one of the following periods, at your election:

- (i) sixty (60) months.
- (ii) one hundred twenty (120) months.
- (iii) one hundred eighty (180) months.

If you are unmarried at the time payment of benefits is to commence, the normal form of benefit for you is a Single Life annuity, which provides a monthly benefit to you for as long as you live. The amount of the monthly benefit will be determined by the value of your Accrued Benefit Account and will be provided by purchase of an annuity contract from an insurer authorized to do business in Michigan.

If you wish to waive the Single Life Annuity form of benefits, you may choose to receive benefits, up to the value of your Accrued Benefit Account, in one of the following optional forms:

(a) A lump sum cash payment to you of the full or partial value of your Account, except that any partial distribution shall not be (1) less than \$500, (2) more than 50% of your Account, and (3) leave an account balance of less than \$500. If you have an outstanding loan, you may take a partial distribution, as long as the remaining balance in the Account is not less than 200% of the remaining loan balance; or

(b) A periodic distribution to you over a set period of time not to exceed your life expectancy. Such distribution shall be made over one of the following periods, at your election:

- (i) sixty (60) months.
- (ii) one hundred twenty (120) months.
- (iii) one hundred eighty (180) months.

What are the requirements for distribution upon childbirth/adoption?

You may receive up to \$5,000 from your Accrued Benefit Account to cover expenses related to the birth or adoption of your child. Such distribution will be made upon submission of an application, on a form prescribed and furnished by the Fund and accompanied by such other data or documents as may be required by the Fund. The application must be submitted no later than one (1) year following the birth or legal adoption. You may elect to recontribute this distribution to this Fund or to your other eligible retirement plan(s) to which a rollover can be made, within three (3) years of the date of the distribution.

What are the requirements for distribution in case of a Federally Declared Disaster?

You may receive up to \$22,000 (but no more than 100% of your Accrued Benefit Account) from your Accrued Benefit Account in case of a Federally Declared Disaster, as determined by the Federal Emergency Management Agency (FEMA). Such distribution will be made upon submission of an application, on a form prescribed and furnished by the Fund and accompanied by such other data or documents as may be required by the Fund. The application must be submitted no later than one (1) year following the date of the particular disaster.

This distribution is available provided that your principal residence or principal place of employment at the time of the disaster was located in the area designated by FEMA for individual assistance due to the particular disaster. You may elect to recontribute this distribution to this Fund or to your other eligible retirement plan(s) to which a rollover can be made, within three (3) years of the date of the distribution.

What benefits are payable upon my death?

That will vary with the circumstances at the time of your death. If your Accrued Benefit Account has been used to purchase a Joint and Survivor Annuity, and your spouse survives you, your spouse will receive either 50% or 75% of the monthly benefit you were receiving at the time of your death for the remainder of your spouse's life, depending on the form you elected. If your

Accrued Benefit Account has been used to purchase a Joint and Survivor Annuity, and your spouse does not survive you, or if your Accrued Benefit Account has been used to purchase a Single Life Annuity on your life, no further benefits will be payable on your behalf. Of course, if your Account Benefit Account has been paid out to you in a lump sum prior to your death, no further benefits are payable to anyone.

If distribution of your Accrued Benefit Account has not begun and you are legally married at the time of your death, your surviving spouse will have a choice of receiving the value of your Accrued Benefit Account in a single sum or applying it to the purchase of an annuity insurance contract for the life of your surviving spouse from an insurer authorized to do business in Michigan. If the value of your Accrued Benefit Account is less than \$1,000 at the time payment of benefits commences, the Trustees will pay the benefit in a lump sum.

If distribution of your Accrued Benefit Account has not begun, and you are unmarried at the time of your death, your beneficiary(s) will receive your Accrued Benefit Account in a single sum payment.

Pursuant to the Heroes Earnings Assistance and Relief Tax Act, if you die while serving in the Armed Forces, your beneficiaries will be entitled to any additional benefits (other than benefit accruals relating to the period of your service in the Armed Forces) provided under the Plan to which the beneficiaries would have been entitled had you resumed and then terminated employment on account of death, on the date of your death.

Who is my beneficiary?

Your beneficiaries, in order of preference, are (1) your surviving spouse, (2) any person or persons properly designated by you as your beneficiary on a form prescribed and furnished by the Fund and filed with the Fund prior to your death, (3) your living children in equal shares, (4) your living parents in equal shares, (5) your living brothers and sisters in equal shares, (6) your living grandchildren in equal shares, (7) any living trust established by you, provided that the trust complies with the requirements of 29 C.F.R. § 1.401(a)(9)-4, (8) any individual(s) that is a beneficiary of your estate, and (9) any individual(s) identified as entitled to a share of your property in a sworn Affidavit of Decedent's Successor for Delivery of Certain Assets Owned by Decedent, in accordance with MCL §§700.3983-700.3984, in proportion to the shares identified on the form.

If you designated your spouse as your beneficiary, that designation automatically *terminates* upon the entry of a judgment or decree of divorce unless, after your divorce, you re-designate your former spouse as your beneficiary on the Fund's forms or a qualified domestic relations order names your former spouse as your beneficiary.

*You are strongly urged to maintain up-to-date beneficiary designations **with the Fund on the Fund's forms** at all times – do not rely on provisions of divorce judgments or other documents in this regard.*

Are my benefits insured?

Your benefits are not insured. This Plan is a defined contribution profit-sharing plan, and such plans are *not* covered by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency.

Are the benefits I receive taxable?

Generally, YES. Some may even be subject to additional excise taxes depending on when they are distributed. Neither the Board of Trustees nor the Fund Office staff are tax experts. You are strongly advised to seek competent professional advice regarding tax consequences before applying for any benefit or making any withdrawal from your Accrued Benefit Account.

May my benefit be rolled over into my IRA or another retirement plan?

Lump sum benefits payable to you, your spouse, former spouse and/or surviving spouse (including a former spouse designated as your surviving spouse by a Qualified Domestic Relations Order) are eligible rollover distributions. The Fund Office will provide you with information about your right to roll over all or only a part of the lump sum benefit before it is paid.

Monthly benefits (after the purchase of an annuity) are not eligible rollover distributions.

LOANS

May I borrow from the Fund?

Yes, with certain restrictions. If you have been a participant in the Fund for five (5) consecutive Plan Years, you may borrow from the Fund for any purpose. Alternate payees and other beneficiaries may not borrow from the Fund – this is a right for participants *only*.

There are other restrictions on borrowing from the Fund. You cannot have more than one (1) Fund loan outstanding. *Once you suffer a deemed distribution that is reported to IRS, you can never borrow from the Fund again.* You will suffer a deemed distribution if you miss a loan installment payment, and the missed payment, including interest and any outstanding fees, is not made by the last day of the calendar quarter following the calendar quarter in which the required installment payment was due. If you are married, you cannot take a loan from the Fund without the written consent of your spouse.

What are the terms of Fund loans?

There are a number of restrictions on the amount you can borrow. You cannot borrow less than \$1,000. You cannot borrow more than the **lesser** of (1) \$50,000 or (2) 50% of your accrued benefit account. If you have taken a loan within the previous 12 months, the \$50,000 amount is reduced by the excess of the highest amount you owed within that period over the outstanding balance on the day of the new loan. Notwithstanding the above, in case of a Federally Declared Disaster, you may borrow up to the lesser of 100% of the value of your Accrued Benefit Account or \$100,000.

There is also a restriction on the duration of loans. Loans must be repaid in monthly installments over no more than five (5) years, unless the loan is used to purchase your principal residence, in which case it may be repaid over twenty years. You will be required to provide the Fund with such documentation as it may reasonably require establishing that a requested loan is for the purpose of the purchase of your principal residence in order to issue a loan with a period of repayment in excess of five (5) years.

The rate of interest of Fund loans is determined by the Board of Trustees with the advice of the Fund's bank and it is charged for the life of the loan.

What happens if I am late in making a payment or default on my Fund loan?

You will be charged a fee for each month for which your monthly loan payments is received late. Late payment charges are in addition to continually accruing interest on your full unpaid balance. If you miss an installment payment and the missed payment, including late fees and accrued interest, is not made by the last day of the calendar quarter following the calendar quarter in which the required installment payment was due, the entire loan balance, including the late fees and interest, shall be considered a “**deemed distribution**” from your Accrued Benefit Account and the Fund will inform the Internal Revenue Service that you have received a partial distribution of your Accrued Benefit Account. You will receive a Form 1099-R showing the distribution reported to IRS on or before January 31 of the year following the deemed distribution. *Once your loan is considered a deemed distribution, you can never borrow from the Fund again.*

There are very significant financial penalties imposed by IRS for early distributions (which is how a deemed distribution of a loan is treated) from retirement plans such as the Fund. Neither the Board of Trustees nor the Fund Office are tax experts or advisors, so you should be certain to get advice from your tax advisor on the impact that defaulting on a loan could have on the amount you owe in taxes.

The Fund will **not** provide you with payment notices or a payment coupon booklet. You may receive a notice warning you of any missed payments, but you should not rely on receiving these to remind you about your loan – **your loan is your responsibility.**

Who gets the interest on my loan?

The Fund currently has a “self-directed investment program” (See page S-17 of this Summary). While the Fund has such a program in effect, a Fund loan is treated as one of your own investments, and the return on the loan (that is, the interest) will be attributed solely to your own account. The Fund retains all late charges that are assessed because the late charges are to compensate the Fund for the expense of processing the additional paperwork that results from late loan payments.

How do I apply for a loan?

To apply for a loan, you must complete an application provided at the Fund Office and attach all necessary and requested documentation. If you are legally married, your spouse must give written consent to the loan within 180 days of the date of the loan and the spouse's consent must be notarized or witnessed by a representative of the Fund.

The Fund Office will review the application and make an initial determination on your eligibility for a loan, its amount and duration. If your loan is approved, you must complete and sign a promissory note with all of the terms and conditions of the loan set out. If your application for a loan is denied, you have the same rights to appeal to the Board of Trustees as you do with any other denial of benefits (See page S-25 of this Summary on appeals).

If I am in the military service, do I have to continue to repay my loan?

If you have a loan from the Fund that is not in default when you begin active duty in the military of the United States either as a result of conscription or involuntary activation by virtue of membership in the Reserves or National Guard, your monthly loan repayment obligation will be suspended during the period of such non-voluntary active military service, but in no case for more than five (5) years.

Interest shall continue to accrue on the balance due on the loan during such period of suspended repayments, subject to the limitations of the Servicemembers' Civil Relief Act of 2003. Upon the end of your non-voluntary active military service or, if earlier, the fifth anniversary of the date on which payments were suspended, monthly loan payments shall be required in an amount calculated such that the total loan repayment period shall not exceed the sum of the period of the original loan plus the period of the active military service, or five (5) years if shorter. If you meet the requirements for suspension of your loan repayments, you must notify the Fund immediately upon the termination of your involuntary active duty.

PARTICIPANT - DIRECTED INVESTING

Can I invest my accrued benefit account as I choose?

Yes, within limits. The Board of Trustees of the Fund has implemented a "participant-directed investment program." This means that you have the right to direct and control the investment of your accrued benefit account in a variety of investment funds that are selected and monitored by the Board of Trustees.

The Plan is intended to constitute a plan described in section 404(c) of the Employee Retirement Income Security Act, and title 29 of the Code of Federal Regulations, Sec. 2550.404c-1; therefore, the fiduciaries of the Plan may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by you.

How do I begin directing the investment of my account?

When you first become a participant, you will receive a packet of information from BeneSys, which the Board of Trustees has hired to be the Fund's Participant - Directed Investment Record keeper. BeneSys, Morgan Stanley (the Fund's Investment Consultant), and the Fund also have periodic seminars on the participant - directed investment program, of which you will receive notice, and which you and your spouse are **strongly** encouraged to attend. At these seminars, you will receive general information on investing strategies and advice on how to achieve your investment and retirement goals at the various stages of your working life. You will then have the opportunity to indicate which investment vehicles selected by the Board of Trustees you want to invest in and how much you want to invest in each of them.

IN CASE OF CONFLICT, THE PLAN, AND NOT THIS SUMMARY, WILL GOVERN

What investment options can I choose from?

The Board of Trustees of the Fund strives to offer you a broad selection of investment options with a wide range of investment characteristics and risk levels. Each fund available for selection is broadly diversified, professionally managed, and seeks a specific investment goal. Below are *very basic* descriptions of the options available as of the date of this Summary; please read them carefully as each option differs in risk and potential return. Complete information is beyond the scope of this Summary. For detailed and complete information, you should always consult the most recent mutual fund prospectus, which is available to you at any time online or upon request to BeneSys. You may choose one or a combination of any or all of the following options to suit your personal needs and goals.

JP Morgan US Government Money Market (IJGXX)

Asset Category: Money Market

Objective: The fund seeks high current income with liquidity and stability of principal. The Fund invests exclusively in high-quality, short-term securities that are issued or guaranteed by the U.S. government or by U.S. government agencies and instrumentalities.

Expense Ratio: 0.21%

Baird Core Plus Bond Inv Fund (BCOSX)

Asset Category: Intermediate-Term Bond/Fixed Income

Objective: The Fund seeks a return, before the assessment of fees, that outpaces the return of Barclays U.S. Universal Bond Index, which is an indicator of intermediate term fixed income performance. The fund is an actively managed portfolio, investing in fixed income debt securities.

Expense Ratio: 0.55%

PIMCO Income A Fund (PONAX)

Asset Category: Intermediate-Term Bond/Fixed Income

Objective: The Fund seeks a return, before the assessment of fees, that outpaces the return of Barclays U.S. Aggregate Bond Index, which is an indicator of intermediate term fixed income performance. The fund is an actively managed portfolio, investing in fixed income debt securities.

Expense Ratio: 1.23%

Nuveen High Yield Income Fund (NCOIX)

Asset Category: High Yield/Fixed Income

Objective: The Fund seeks a return, before the assessment of fees, that outpaces the return of BofA/ML U.S. High Yield Master Index, which is an indicator of high yield fixed income performance. The fund is an actively managed portfolio, investing in fixed income debt securities.

Expense Ratio: 0.76%

JP Morgan Global Bond Opportunities A (GBOAX)

Asset Category: Global Bond/Fixed Income

Objective: The Fund seeks a return, before the assessment of fees, that outpaces the return of Citi World Gov't Bond Index, which is an indicator of international fixed income performance. The fund is an actively managed portfolio, investing in fixed income debt securities.

Expense Ratio: 0.91%

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Hamlin High Dividend Equity Institutional Fund (HHDFX)

Asset Category: Large Cap Value Equities/Stock

Objective: The fund seeks a return, before the assessment of fees, which outperforms the return of the Russell 1000 Value Index, which is an indicator of Large Cap Value stock performance. The fund is an actively managed portfolio, investing in common stock securities that seek to outperform the performance of the Russell 1000 Value Index.

Expense Ratio: 0.85%

Fidelity Blue Chip Growth (FBGRX)

Asset Category: Large Cap Growth Equities/Stock

Objective: The fund seeks growth of capital over the long term. The Fund normally invests at least 80% of assets in blue chip companies, which generally have large or medium market capitalizations.

Expense Ratio: 0.48%

Fidelity 500 Index fund (FXIAX)

Asset Category: Large Cap Equity/Stock

Objective: The fund seeks a return that replicates the return, before the assessment of fees, of the S&P 500 Index, which is an indicator of Large Cap stock performance. The fund is a passively managed portfolio, investing in large cap securities. This is a passively managed index fund.

Expense Ratio: 0.015%

MFS Mid Cap Growth, R3 (OTCHX)

Asset Category: Mid Cap Growth Equities/Stock

Objective: The fund seeks a return that outpaces the return, before the assessment of fees, of the Russell Midcap Growth Index, which is an indicator of Mid Cap Growth stock performance. The fund is an actively managed portfolio, investing in mid cap growth securities.

Expense Ratio: 1.03%

Fidelity Mid Cap Index fund (FSMDX)

Asset Category: Mid Cap Blend Equities/Stock

Objective: The fund seeks a return that replicates the return, before the assessment of fees, of the Russell Mid Cap Index, which is an indicator of Mid Cap stock performance. The fund is a passively managed portfolio, investing in mid cap securities. This is a passively managed index fund.

Expense Ratio: 0.025%

Fidelity Small Cap Index Fund (FSSNX)

Asset Category: Small Cap Blend Equities/Stock

Objective: The fund seeks a return that replicates the return, before the assessment of fees, of the Russell 2000 Index, which is an indicator of Small Cap stock performance. The fund is a passively managed portfolio, investing in small cap securities.

Expense Ratio: 0.025%

Janus Triton T Fund (JATTX)

Asset Category: Small Cap Growth Equities/Stock

Objective: The fund seeks a return that outpaces the return, before the assessment of fees, which outpaces the return of the Russell 2000 Growth Index, which is an indicator of Small Cap Growth stock performance. The fund is an actively managed portfolio, investing in small cap growth securities.

Expense Ratio: 0.91%

American Beacon Small Cap Value Fund Inv (AVPAX)

Asset Category: Small Cap Value Equities/Stock

Objective: The fund seeks a return, before the assessment of fees, which outperforms the return of the Russell 2000 Value Index, which is an indicator of Small Cap Value stock performance. The fund is an actively managed portfolio, investing in common stock securities that seek to outperform the performance of the Russell 2000 Value Index.

Expense Ratio: 1.15%

Invesco Short Term Bond A (STBAX)

Asset Category: Short-Term Bond

Objective: The fund seeks total return, comprised of current income and capital appreciation. The fund invests at least 80% of its net assets (plus any borrowings for investment purposes) in fixed-income securities, and in derivatives and other instruments that have economic characteristics similar to such securities. It invests primarily in investment grade fixed-income securities. The fund may invest up to 25% of its net assets in foreign debt securities, including debt securities of issuers located in emerging markets countries. The adviser will attempt to maintain a dollar-weighted average portfolio maturity and duration of less than three (3) years.

Expense Ratio: 0.65%

Allspring Special Mid Cap Value A (WFPAX)

Asset Category: Mid Cap Value Equities/Stock

Objective: The fund seeks long-term capital appreciation. The fund normally invests at least 80% of its net assets in equity securities of medium-capitalization companies. It invests principally in equity securities of medium-capitalization companies, which the manager defines as securities of companies with market capitalizations within the range of the Russell Midcap® Index at the time of purchase.

Expense Ratio: 1.12%

Fidelity International Capital Appreciation Fund (FCPIX)

Asset Category: International Equities/Stock

Objective: The investment seeks long-term growth of capital. The fund normally invests primarily in non-U.S. securities, including securities of issuers located in emerging markets. It normally invests primarily in common stocks. The adviser allocates investments across different countries and regions. The adviser uses fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

Expense Ratio: 0.87%

T. Rowe Price Retirement Date Funds (“Default” Funds)

The T. Rowe Price Retirement Date Funds offer you a single diversified portfolio that is professionally managed to a specific retirement date. These funds were created to help you meet your changing financial needs up to and throughout retirement. During your working years, the funds are designed to help you capitalize on growth opportunities to build assets. As you approach retirement age, the portfolio manager increasingly adjusts the funds’ investment allocations to provide greater stability and reduced investment risk. Investing in the Retirement Date Funds is easy. All you do is pick the fund that corresponds to the year closest to when you expect to retire.

T. Rowe Price’s website has detailed information about the Retirement Date Funds, their allocation, composition and management at www.troweprice.com. Once there, click on the “Individuals” tab and then “Individual Investors.” Once you are on the individual investors’ page, click “Mutual Funds,” and then scroll down to “Retirement Funds.”

The Retirement Date Funds make a substantial commitment to stocks in the initial stages of retirement investing. This emphasis on growth opportunities gradually shifts to a focus on principal preservation and income at retirement and beyond to help preserve your purchasing power over time and enhance the probability of funding a comfortable retirement.

Please note that you are free to select any of the Retirement Date Funds as an investment election - they are offered as an option to any participant at any age. Also, the Retirement Date Funds are the “default” investment for participants who do not make an election. See below for more detail on the default investment.

The expense ratios of the Retirement Date Funds are determined by the asset allocation and the fees of the underlying funds that comprise each Fund at any given time. As of the date of this document’s drafting, the expense ratios for the Retirement Date Funds are as follows:

T. Row Price Retirement Balanced Fund	0.74%
T. Row Price Retirement 2010 Fund	0.74%
T. Row Price Retirement 2015 Fund	0.75%
T. Row Price Retirement 2020 Fund	0.77%
T. Row Price Retirement 2025 Fund	0.79%
T. Row Price Retirement 2030 Fund	0.81%
T. Row Price Retirement 2035 Fund	0.84%
T. Row Price Retirement 2040 Fund	0.85%
T. Row Price Retirement 2045 Fund	0.86%
T. Row Price Retirement 2050 Fund	0.88%
T. Row Price Retirement 2055 Fund	0.89%
T. Row Price Retirement 2060 Fund	0.89%
T. Row Price Retirement 2065 Fund	0.89%

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Mutual fund investment returns are net of all expenses. The term “Expense Ratio” means the percentage of total fund assets that is used to cover expenses associated with the operation of a mutual fund. This amount is taken out of the mutual fund’s assets and lowers the return that its investors achieve. These expenses include management fees and operating expenses. The management fee is the fee that is charged to the fund by the portfolio manager, and it is often a fixed percentage. The operating expenses are the expenses that the fund incurs through operation and this can include brokerage fees, taxes, investor services and interest expenses.

How do I get information about the investment funds available?

The principal source of information on each mutual fund option is its prospectus. A prospectus is a document that the mutual fund is required by the Securities and Exchange Commission to produce each year, which contains detailed information on investing style, past performance, fees, assets under investment, as well as other information. When you become a participant, you will receive from BeneSys a complete set of prospectuses on all the mutual funds available for participant - directed investments. If the Board of Trustees adds a new optional fund, you will receive a prospectus on that new fund. You will also receive a prospectus whenever you elect to invest in a fund in which you have not previously invested. Finally, you are entitled to receive a prospectus for any fund at any time upon request from BeneSys. You are encouraged to seek out other sources of information as well.

How and how often can I change my investment choices?

You may reallocate your existing balances between investment options or change your future investment allocation mix in 1% increments through the Fund’s Self-Directed Investment Program website at www.glassworkers357dc.org or by completing and sending in a Participant - Directed Investment Program Election Form, which you can request from BeneSys. You can do this as often as you wish. At the secure connection on the Fund’s web site, you have complete transactional capabilities from the convenience of your own computer and can work at your own pace.

What if I do not make any investment choice?

If you do not make an investment election, your account will be invested in one of the T. Rowe Price Retirement Date Funds, based on your date of birth on record with the Fund Office. If the Fund does not have your date of birth on record, the Fund will use the T. Rowe Price 2010 Fund for your account.

The following chart lists the ranges of the participant’s date of birth and the corresponding Retirement Date Fund.

If you were born from	- but before	- than your default investment Fund is	Ticker Symbol
	Any time prior to 12/31/1942	T. Rowe Price Retirement Balanced Fund	PARIX
01/01/1943	12/31/1947	T. Rowe Price Retirement 2010 Fund	PARAX
01/01/1948	12/31/1952	T. Rowe Price Retirement 2015 Fund	PARHX
01/01/1953	12/31/1957	T. Rowe Price Retirement 2020 Fund	PARBX
01/01/1958	12/31/1962	T. Rowe Price Retirement 2025 Fund	PARJX

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01/01/1963	12/31/1967	T. Rowe Price Retirement 2030 Fund	PARCX
01/01/1968	12/31/1972	T. Rowe Price Retirement 2035 Fund	PARKX
01/01/1973	12/31/1977	T. Rowe Price Retirement 2040 Fund	PARDX
01/01/1978	12/31/1982	T. Rowe Price Retirement 2045 Fund	PARLX
01/01/1983	12/31/1987	T. Rowe Price Retirement 2050 Fund	PARFX
01/01/1988	12/31/1992	T. Rowe Price Retirement 2055 Fund	PAROX
01/01/1993	12/31/1997	T. Rowe Price Retirement 2060 Fund	TRRYX
Any time after 01/01/1998		T. Rowe Price Retirement 2065 Fund	PASUX

The Retirement Date Funds offer you a single diversified portfolio that is professionally managed to a specific retirement date. These Retirement Date Funds were created to help you meet your changing financial needs up to and throughout retirement. During your working years, the Retirement Date Funds are designed to help you capitalize on growth opportunities to build assets. As you approach retirement age, the T. Rowe Price portfolio manager increasingly adjusts the investment allocations and composition of the Retirement Date Fund to provide greater stability and reduced investment risk. The Retirement Date Funds make a substantial commitment to stocks in the initial stages of retirement investing. This emphasis on growth opportunity gradually shifts to a focus on principal preservation and income at retirement.

How do I access the Fund’s Self-Directed Investment Program website?

It is located at www.glassworkers357dc.org. You will need to establish a User ID and a Password to access and use the Fund’s Self-Directed Investment Program website, and BeneSys can assist you in this regard.

Are any fees charged to my account?

Yes, investment fees and administrative fees are charged to each account.

Investment funds charge fees for their investment services. These investment fees always come out of the investment’s returns. The investment fees for the options as of January 1, 2025, are set out above, after each investment option (the “expense ratio”). Mutual fund returns are net of all expense ratios. The term “Expense Ratio” means the percentage of total mutual fund assets that is used to cover expenses associated with the operation of a mutual fund. This amount is taken out of the mutual fund’s assets and lowers the return that its investors achieve. These expenses include management fees and operating expenses. The management fee is the fee that is charged to the fund by the portfolio manager, and it is often a fixed percentage. The operating expenses are the expenses that the mutual fund incurs through operation and this can include brokerage fees, taxes, investor services and interest expenses.

On the quarterly statement you will receive from the Fund, you will also notice that administrative expenses are deducted. The administrative expenses include not only the Fund Office’s fees, but also the CPA’s fees, the lawyers’ fees, printing and mailing costs, and any other costs necessary to operate the Fund. The Plan’s administrative expenses run about 0.40% of the Plan’s assets per year. Consequently, the Board of Trustees has decided that this amount will be deducted from individual accounts proportionally based upon account balance. For example, if your account balance is \$10,000 you will have an estimated fee of \$40 per year. In addition,

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recordkeeping fees that are charged by the Fund's recordkeeper are separately accounted and deducted from your individual account balance quarterly. The actual amount charged will be deducted monthly and will appear on your quarterly statement. You will also receive at least once per year a Participant Fee Disclosure Statement describing all the fees and costs that are or could be changed towards your account.

QUALIFIED DOMESTIC RELATIONS ORDERS

If I am divorced or legally separated, will my former spouse or my dependents be entitled to any of my pension benefits?

Perhaps. A court may issue an order, which, if it meets certain standards, would be a Qualified Domestic Relations Order ("QDRO") and could assign a portion of your benefits to your spouse, former spouse, child, or other dependent ("alternate payee"). A QDRO is any order or judgment entered in your divorce or separation case that clearly identifies the Plan and the benefits assigned, and meets other requirements of federal law. A QDRO also may be an order or judgment entered to enforce your support obligations. A QDRO may, for example, assign to your former spouse a portion of your Accrued Benefit Account.

You will be required to provide the Fund Office with copies of all judgments or decrees of divorce or separation in which you were a party at the time you apply for any benefits. You are encouraged to provide these to the Fund Office as soon as they are entered, and not wait until you retire, so that any issues that arise can be addressed promptly.

When the order or judgment is provided to the Fund, the Fund's attorneys will decide whether the divorce and/or separation documents contain a QDRO, and if so, what portion of your benefit has been assigned to your spouse, former spouse, child, or dependent. You will be sent a letter if your divorce and/or separation documents are determined to be a QDRO with respect to this Fund, and that letter will describe how your benefits are affected.

The Board of Trustees has adopted a Policy on Qualified Domestic Relations Orders, which is appended to this Summary.

How much of my benefits can be given to an alternate payee through a QDRO?

A QDRO can give an alternate payee all or any part of your benefits under the Plan, but it cannot require a Plan to provide any form of benefit or amount of benefit that would not otherwise be available. A QDRO cannot require the payment of benefits to an alternate payee if those benefits have already been assigned to another alternate payee under another QDRO.

It is very important also to understand that, while a QDRO can provide that an alternate payee can receive benefits at or after your earliest eligibility date, **a QDRO cannot require the Fund to pay benefits prior to your earliest eligibility date.** Simply put, if you are not now eligible for benefits (based on your age/service were you to retire, a disability, or a separation from service), your alternate payee will not be eligible to receive an immediate distribution. The Fund's QDRO Policy, however, permits an alternate payee to apply for and receive a benefit twenty-four (24) months after the Court enters the applicable judgment or decree of divorce, if that date is earlier than your earliest eligibility date.

Does the Fund Office have a sample order that I can take to my attorney?

Yes, the Fund Office has a sample order. It is available free of charge. Call or write the Fund Office to request a copy. You are not required to use the sample, nor is the Fund recommending this form to you – it is provided merely as a courtesy to participants.

Is there a Fee for the Fund to review QDROs?

Yes. The administrative review fee is \$200 for the review of all qualified domestic relations orders. The fee will be assessed at the time the alternate payee's account is established and, unless a QDRO specifically provides otherwise, it will be allocated equally from the participant and the alternate payee's accounts (that is, \$100 from each account).

CLAIMS, APPEALS AND OTHER MATTERS

How is a claim for benefits made?

Whenever you wish to apply for benefits under the Plan, you should complete an application form approved by the Board of Trustees. Copies of these forms can be obtained through the Fund Office, P.O. Box 966, Troy, MI 48099-0966, Telephone: (248) 641-4957, FAX: (248)813-9898, or on online at www.glassworkers357dc.org. Any questions you may have concerning the completion or submission of an application can be answered by inquiring at the Fund Office.

To allow sufficient time to process your retirement application, it is suggested that you file your application well before the date on which you plan to retire. If you are married, you and your spouse may have some decisions to make regarding the form of your retirement benefit. Those decisions must, by law, be made within the 180 days just before your benefit begins.

If my claim for benefits is denied, may I appeal?

If your claim is denied by the Fund Office, you or your authorized representative may appeal to the Board of Trustees in writing for a review of that denial. Your appeal must be in writing and must be received in the Fund Office within 60 days of the day you receive the letter denying your claim (or **180** days if you are appealing from a denial of an application for benefits based on disability). You, or your authorized representative on your behalf, will have the opportunity to review pertinent documents and other information relevant to your claim free of charge if you submit a written request to the Board. Reasonable access to, and copies of, relevant information will be provided upon request. Whether information or a document is "relevant" is determined in accordance with ERISA Regulation § 2560.503 - 1(m)(8), 29 CFR 2560.503-1(m)(8). You, or your representative, may submit issues, comments, additional legal arguments and new information in writing to the Board for its consideration in your appeal. The Trustees' review of your appeal will take into account all materials and information you submit to them before their review of your appeal and their decision on it, whether or not that such information was previously submitted or considered by the Fund Office in the initial determination of your claim.

Upon receipt of your appeal, the Board will review your claim "de novo" (meaning "anew" and without deferring to the initial denial of your claim) and it will review the additional materials and information you submit, if any. The review will occur at the Board's first regularly scheduled meeting following receipt of your appeal, unless your appeal is filed less than 30 days prior to

such meeting. In that case, it will be reviewed at the subsequent Board meeting. If, due to special circumstances, the Board requires additional time to review your appeal, you will be notified in writing of the special circumstances and when a determination will be made. The Board will communicate its decision and the reasons therefor in writing within 5 days after the Board makes its decision on your appeal.

The Board of Trustees generally does not permit persons submitting appeals to attend its meetings.

Under the terms of the Plan and the Trust establishing the Fund, the Board of Trustees has the sole and exclusive authority and discretion to interpret and apply the rules of the Plan, the Trust and any other rules and regulations, procedures or administrative rules adopted by the Board of Trustees. Decisions of the Board of Trustees or, where Board of Trustees responsibility has been delegated to others, its delegates, will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Board of Trustees or their authorized delegates is challenged in court, the Trust Agreement provides that such decision is to be upheld unless a court with proper jurisdiction finds and issues a decision that it was arbitrary and capricious.

Is there a time limit for bringing a lawsuit against the Plan?

Yes. Under the terms of the Plan, any lawsuit brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of these under or relating to the Plan is barred unless the complaint is filed within two years from the date you first receive a determination of your rights and/or benefits under the terms of the Fund's Plan, unless a shorter time period is provided by applicable statute, regulation or case law.

In what court can I sue the Fund?

Any action in law or equity brought by a you or your beneficiaries against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be brought in the United States District Court for the Eastern District of Michigan.

What happens if a benefit is distributed but, due to fraud or some other reason, the recipient was not eligible?

The Board of Trustees has the right to recover any amount paid by the Fund in any form to which the recipient (whether it be you or your purported beneficiary) is determined to be either fully or partially ineligible when the recipient received such amount. The Board may recover such overpayments by any lawful means, including, but not limited to, recoupment of such overpayments from any other current or future benefits paid by the Fund of any kind to which the recipient of the overpayment is or may become entitled.

May I assign, pledge or sell my right to benefits?

No. With only three exceptions, your benefits **cannot** be assigned, pledged or sold to anyone or used as security for a loan (except for a loan from the Plan). The first exception is a Qualified Domestic Relations Order, described earlier, which assigns all or some interest in your Accrued Benefit Account to some other person, and which is determined by the Board of Trustees

to meet the requirements of the federal law. The second exception is a levy on your Accrued Benefit Account imposed by the Internal Revenue Service to collect Federal taxes or tax-related penalties you owe, or which IRS claims you owe. The third exception is money you owe pursuant to a Federal Criminal Restitution Order.

How could the Fund be terminated?

The Fund is terminated when there is no longer a collective bargaining agreement in place between the Union and the Association. Upon termination, the Board of Trustees shall apply the assets of the Plan to pay benefits to Participants, Beneficiaries and alternate payees, subject to the Board's provision for final expenses of administration and termination.

Does this Plan have any reciprocity agreements with any other plans?

Yes. Because glaziers move with the work from employer to employer and from location to location, the Trustees have entered into reciprocity agreements with trustees of other pension funds throughout the country covering employees who work under agreements negotiated by a Glaziers, Glassworkers and Architectural Metal Workers Local. Under these arrangements, all contributions received by other defined contribution funds in respect to work performed by you may, if you authorize it, be transferred and you will receive credit for the hours those contributions represent. If any of the other funds is your home fund, the same thing will be done the other way around. The transfers are not automatic. You must request the transfer to be made. Transfer request forms are available from your Local Union or the Fund Office.

The purpose of these agreements is to have the money contributed by employers when you are working outside Local 357's jurisdiction follow you back to this Fund. When this Fund receives money from the other fund involved, it will be credited to your Account.

The transfers are not automatic. You must request the transfer in writing and on forms provided by the Funds or the Locals prior to or very shortly after you start working away from your home fund. Transfer request forms are available from the Fund Office or Local 357. In order to be certain that your benefit credit moves with you to the extent provided by any reciprocity agreements in place where you are working, you should be certain to contact the local union and the fund office in the location where you are working to find out whether there is any paperwork that you need to complete to facilitate the transfer of contributions. This is your responsibility.

If you wish to know if there is a reciprocity arrangement with any particular fund or you have any questions about reciprocity, please contact the Fund Office.

**MICHIGAN GLASS AND GLAZING INDUSTRY
DEFINED CONTRIBUTION PENSION FUND**

POLICY REGARDING QUALIFIED DOMESTIC RELATIONS ORDERS

The Employee Retirement Income Security Act of 1974, as amended, (ERISA), permits state and tribal courts to issue an order in the course of a divorce, separation, family support proceeding or other domestic relations matter that assigns a portion of a participant's pension benefits to certain other individuals ("alternate payees") if the order meets certain requirements.

ERISA provides that a qualified domestic relations order (QDRO) must clearly specify, at a minimum, the following information:

1. **The name and last known mailing address of the participant and each alternate payee.** An order that requires the Fund to make payment to someone with legal responsibility for the alternate payee, such as a guardian or party acting in loco parentis in the case of a child, or a trustee as agent for an alternate payee, may still be a QDRO. While the Fund does not require the participant's or alternate payee's social security number be present in the QDRO, it will request the information to ensure the QDRO is appropriately processed and applied.
2. **The name of the plan, Michigan Glass and Glazing Industry Defined Contribution Pension Fund.** This requirement can best be satisfied by providing the full name of the Fund as set forth in the Plan; however, to the extent the Fund is clearly and unambiguously identified, an order can be determined to be qualified. Language that simply provides for an assignment of "all retirement benefits" will not be legally sufficient.
3. **The dollar amount or percentage (or the method of determining the amount or percentage) of the benefit to be paid to the alternate payee(s).**
4. **The number of payments or time period to which the order applies.** If the Fund is easily able to determine a missing date, an incomplete order may still be determined to be qualified. For example, a marriage certificate can confirm the date of marriage and a divorce judgment can confirm a date of divorce; therefore, if those dates are not specified, the Fund can easily and reliably obtain them, and the order may still be acceptable.

There are also certain provisions that a QDRO **must not** contain:

- a) The order must not require the Plan to provide an alternate payee or participant with any type or form of benefit, or any option, not otherwise provided under the Plan;
- b) The order must not require the Plan to provide for increased benefits (determined on the basis of actuarial value);

IN CASE OF CONFLICT, THE PLAN, AND NOT THIS SUMMARY, WILL GOVERN

- c) The order must not require the Plan to pay benefits to an alternate payee that are required to be paid to another alternate payee under another order previously determined to be a QDRO;
- d) The order must not require the Plan to pay benefits to an alternate payee in the form of a qualified joint and survivor annuity for the lives of the alternate payee and his or her subsequent spouse.

The Board of Trustees of the Michigan Glass and Glazing Industry Defined Contribution Pension Fund, a defined contribution profit-sharing plan, hereby adopts the following procedure in order to facilitate the review of such orders, and hereby directs that each of the Fund's service providers follow this procedure regarding orders of state or tribal courts or agencies that may be QDROs. This Policy assumes the use of the "separate interest" approach, which is the most commonly used in assigning benefits in a defined contribution fund; if the parties seek to assign benefits under a QDRO using the "shared interest" approach, he or she may consult Fund Counsel for further guidance.

1. **Notification of Receipt and of Information Available** - Upon receipt of any order from a state or tribal court or agency in a divorce, separation or family support matter, Fund Office personnel will immediately:

- a) Forward such orders to the Fund's Legal Counsel for determination of whether the order is a QDRO;
- b) Notify each person specified in the order received by the Fund (at the address specified in the domestic relations order) of his/her right, upon request, to:
 - 1) Receive a copy of this Policy, as it may be amended from time to time;
 - 2) Receive copies of important Plan information (such as the Summary Plan Description, Plan and individual benefit and account statements);
 - 3) Receive a sample QDRO developed for the Fund; and
 - 4) Designate a representative to receive the above information.

If Legal Counsel receives an order that may be a QDRO from any source other than the Fund Office, Legal Counsel will immediately notify the Fund Office of such receipt.

2. **Information Required from the Participant** - Fund Office personnel will inquire of every participant applying for benefits whether that person has ever been divorced or separated. If s/he has been, the participant will be required to provide a complete and legible copy of every decree or judgment of divorce, separation agreement, property settlement and/or domestic relations order (order) in which s/he was a party prior to the commencement of benefits. Participants are encouraged to provide a complete and legible copy of every order(s) in which s/he was a party immediately upon the entry of such order(s) to avoid possible delays when applying for benefits. Providing a copy of the docket report for each divorce case can significantly expedite the review process.

3. **Review and Qualification by Legal Counsel** - Upon receipt, orders will be forwarded to Legal Counsel for review and determination as to whether a QDRO has been entered.

If Legal Counsel determines that the order is a QDRO, Legal Counsel will notify the Fund Office, the participant, the alternate payee(s) and their legal representatives, if any, in writing of the order's effect on the payment of benefits from the Fund. After an order is determined to be a QDRO, the Fund will recognize the alternate payee(s) as a beneficiary(ies) under the Plan and provide all notices provided to other beneficiaries.

If Legal Counsel determines that the order is not a QDRO, Legal Counsel will notify the Fund Office personnel. A final order in a divorce matter that is determined not to be a QDRO shall immediately terminate the status of the former spouse as a beneficiary.

If the order is **not** qualified, but it is unclear whether the parties intended to make an assignment of benefits to an alternate payee from the Fund, Legal Counsel may also notify the participant, the intended alternate payee, and their legal representatives, if any, and explain the reason(s) that the order is not a qualified order so that the parties and their representatives may take appropriate action to revise the order to meet the legal requirements.

At the request of a participant, his/her spouse or former spouse or any of their legal representatives, Legal Counsel will review a draft order prior to its entry with the Court and notify the Fund Office, the participant, his/her spouse or former spouse and their legal representatives, if any, on the effect the draft order would have on the payment of benefits from the Fund if it were entered.

The Fund recognizes that it is not required to provide assistance or guidance to participants, the alternate payee(s) and/or their legal representatives, if any, through its Legal Counsel in domestic relations matters. However, the Board has authorized Legal Counsel to do so by means of providing sample forms, and through written and telephone consultations, to aid in resolving a matter promptly, and to avoid future legal difficulties for the Fund. If the participant, the alternate payee(s) and/or their legal representative's use of this assistance becomes burdensome or unproductive, the Fund retains the option of withdrawing future assistance.

4. **Administrative Review Fee** - In accordance with the U.S. Department of Labor Field Assistance Bulletin 2003-3, the administrative expenses attendant to a QDRO determination will be allocated directly to the account(s) of the participant and/or alternate payee, as follows:

The administrative review fee is \$200. The administrative review fee will be assessed at the time the alternate payee's account is established and, unless a QDRO specifically provides otherwise, it will be allocated proportionately from the participant's account and the alternate payee's account.

5. **Commencement of Benefits During Review and Qualification** - No benefits shall commence to any participant on whose behalf the Fund has received or been notified of the existence of an order which may be a QDRO until Legal Counsel has advised the Fund Office in writing what, if any, impact the order has on the payment of benefits from the Fund. If the order is **not** qualified but it is unclear whether the parties intended to make an assignment of benefits to an alternate payee from the Fund and Legal Counsel notifies the parties of that determination, no benefits shall commence to any participant for a period of 90 days. The 90-day period can be

extended for good cause at the Fund's sole and exclusive discretion. If action to enter an order is concluded prior to the end of the 90-day period and Legal Counsel has advised the Fund Office in writing what, if any, impact the order has on the payment of benefits from the Fund, benefit payments can begin.

6. **Duty to the Participant and Alternate Payee(s)** - Where the Fund follows the procedures set out above, its duty to protect the interests/potential interests of the participant and alternate payee/potential alternate payee during the review and qualification process will be discharged.

7. **Commencement of Benefits to the Alternate Payee(s)** - No benefits will be payable to the alternate payee(s) until Legal Counsel determines that the domestic relations order is a QDRO.

The alternate payee will begin receiving benefits no later than the participant begins receiving benefits. If the alternate payee(s) cannot be found, and the participant has elected to begin receiving benefits, the Fund Office will provide notice to the alternate payee(s) at the last known address and commence benefits to the participant and alternate payee(s) in the normal form under the terms of the Plan.

If the QDRO so provides, the alternate payee may elect to begin receiving benefits at any time on or after the date on which the participant is first eligible to begin receiving benefits, but no later than participant begins receiving benefits.

The Fund will interpret a QDRO that provides for benefit payments to the alternate payee to begin "immediately" to mean that the alternate payee may elect to begin receiving benefits at any time on or after the date on which the participant is first eligible to begin receiving benefits.

ERISA §206(d)(3)(E) provides that a QDRO cannot require payment to an alternate payee prior to the participant's earliest retirement age. The Board of Trustees has decided that, for purposes of distributions to alternate payees, the time period applicable under the Plan for distributions to participants in the event of separation from services shall apply. At the time the Board is adopting this Policy, therefore, and with reference to the terms of the Plan for eligibility for a separation benefit, alternate payees may apply for and receive a benefit twenty-four months after the Court enters the applicable judgment or decree of divorce, if that date is earlier than the participant's earliest eligibility date.

8. **Form of Benefits** - Unless a QDRO specifically provides otherwise, an alternate payee may receive benefits in any form permitted by the Fund's Plan, except in a joint and survivor annuity form with respect to a subsequent spouse.

9. **Other Benefits** - The Fund's legal obligations with respect to QDROs are limited to the assignment of benefits that the Fund would otherwise pay to a participant. To the extent that a QDRO purports to address any other matters, assets or individuals, the Fund shall have no obligation to secure or confirm compliance.

10. **Self-Direction** - The Fund currently has a self-directed investment program in place. Unless a QDRO specifically provides otherwise, the amount assigned to an alternate payee will be segregated by liquidating investments in the participant's account in proportional amounts.

IN CASE OF CONFLICT, THE PLAN, AND NOT THIS SUMMARY, WILL GOVERN

Those assets will be transferred to an account to be established for the alternate payee and invested in the Fund's default investment. Thereafter, it will be the alternate payee's sole and exclusive responsibility to direct the investment of his or her own account during any periods when self-direction is available. The alternate payee will be provided with information regarding the Fund's self-directed investment program.

11. **Loans** - An alternate payee will not be eligible to receive a loan from the Fund.

If a participant has an outstanding loan at the time his or her account is being divided pursuant to a QDRO, unless a QDRO specifically provides otherwise, the balance of such loan shall be included in determining the participant's full account balance subject to assignment to calculate the amount assigned to the alternate payee. However, the portion of the participant's account that secures the loan cannot be assigned to an alternate payee and will remain part of the participant's account. The participant will remain responsible for repayment of the loan.

If a participant previously suffered a deemed distribution as a result of a defaulted loan, the portion of his or her account that secured the loan is unavailable for assignment. The portion of the participant's account that secured the defaulted loan that resulted in a deemed distribution shall not be included in determining the participant's full account balance subject to assignment to calculate the amount assigned to the alternate payee, unless a QDRO specifically provides otherwise.

12. **Hardship Distributions** - An alternate payee will not be eligible for a hardship distribution.

13. **If the Participant Dies Before Benefits Begin** - If the participant predeceases the alternate payee before the alternate payee commences receipt of benefits, the alternate payee will be eligible to receive his or her assigned share of the account. If the participant dies after the alternate payee commences receipt of benefits, such death will have no effect on the alternate payee's receipt of benefits. Because the alternate payee can elect to receive his or her assigned share of the account in any form and because the death of the participant does not affect the alternate payee's receipt of benefits, there is no need to designate the alternate payee as the surviving spouse of the participant, unless the parties intend that the alternate payee be so designated and therefore receive the participant's benefit if the participant dies prior to distribution.

14. **If the Alternate Payee Predeceases the Participant** - The alternate payee may, on a form provided by and timely submitted to the Fund Office, designate a beneficiary to receive any benefits remaining payable after his or her death from that portion of the accrued benefit account assigned to her. If the alternate payee fails to name a beneficiary, if the beneficiary predeceases the alternate payee, or the beneficiary cannot be located, any benefits remaining will be paid based on the order of beneficiaries in the Plan. Attempts to designate an alternate payee's beneficiary in the QDRO will not be honored – an alternate payee's beneficiary designation must be made on forms provided by and timely submitted to the Fund Office.

15. **If the Parties Remarry** - In the event the alternate payee remarries the participant, a QDRO remains in effect unless and until a Court of competent jurisdiction amends or vacates the QDRO.

16. **Timing of Orders** - An order that would otherwise be qualified will not fail to be a qualified order solely because it was:

IN CASE OF CONFLICT, THE PLAN, AND NOT THIS SUMMARY, WILL GOVERN

- a) issued after or revises another domestic relations order (whether qualified or not); or
- b) issued after the death of the participant (as long as it is entered and received by the Fund within five (5) years of the participant's death).

Although the timing of the entry of a QDRO will not be the sole cause for its failure to be qualified, it must otherwise meet the criteria to be a qualified order. Where the Fund has previously paid benefits to a participant or another beneficiary that were intended to be assigned by a QDRO to an alternate payee, but prior to the Fund's receipt or notice of such QDRO, such previously paid benefits are not benefits that the Fund remains obligated to pay, and the Fund shall have no liability or obligation with respect to such QDRO.

Further, the Fund will rely on the terms of the last entered QDRO received by the Fund, irrespective of any conflict with other previously entered orders, which it will be deemed to supersede. If the Fund receives a QDRO and another order (such as a judgment of divorce) that were entered on the same day, the Fund will rely on the terms of the QDRO in the event of any conflict. If the Fund receives a QDRO that is ambiguous with respect to certain non-essential terms, the Fund may rely on the terms of any other entered orders to help clarify the parties' intent.

17. **Post-Retirement Orders** - Once the Fund has paid the balance of a participant's accrued benefit account, a subsequently received QDRO cannot be honored.

18. **Division of Benefits** - The Fund maintains records and calculates benefits on a monthly basis and will, therefore, use the full calendar months beginning and ending nearest to the period specified in the QDRO to calculate the benefits assigned to the alternate payee(s).

19. **Taxes** - All benefits received by the alternate payee under the QDRO shall be included in the alternate payee's gross income in the tax year of receipt.

20. **Foreign Domestic Relations Orders** - The QDRO exception is limited to orders issued by state or tribal courts, as defined in ERISA. Therefore, the Fund will not recognize orders entered in jurisdictions other than any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, Wake Island, and the Canal Zone or by any Native American Tribal Court.

21. **Children as Alternate Payees** - The Fund will recognize children as alternate payees subject to a QDRO for purposes of child support; however, a child cannot be designated as a surviving spouse for purposes of the Fund's qualified pre- or post-retirement survivor annuities. The order can require payment to someone with legal responsibility for the child alternate payee.

Children are often identified as alternate payees through Child Support Orders or Income Withholding Orders issued to enforce child support obligations. Although such orders may be issued by agencies rather than courts, the U. S. Department of Labor has determined they are issued pursuant to state domestic relations law and have the authority of an order. Accordingly, such orders can be determined to be QDROs. In such cases, the child support agency will serve as agent for the child and receive the payment on behalf of the child.

22. **Limitations on Plan Obligations** - The Plan is not required to determine whether the issuing court or agency had jurisdiction to issue an order, whether state law is correctly applied to the order, whether service was properly made on the parties, or whether an individual identified in an order is qualified to be an alternate payee under state law. Further, the Plan has no obligations to verify whether other conditions that may be set forth in connection with an assignment of benefits have been met.

23. **Determinations Final** - Following the review of a QDRO as set forth in this Policy, determinations are final. If the implementation of the QDRO does not meet the expectations of the parties, they must take action to amend or otherwise revise the QDRO in a court of competent jurisdiction. The Fund will not be a party to such matters.

**MICHIGAN GLASS AND GLAZING INDUSTRY
DEFINED CONTRIBUTION FUND**

SOCIAL SECURITY NUMBER PRIVACY POLICY

The Social Security Number Privacy Act makes it unlawful, with respect to all or any more than four sequential digits of an individual's social security number, to do any of the following:

- Publicly display more than four sequential digits of the Social Security number. The term "publicly display" is broadly defined to mean exhibit, hold up, post or make visible such as on a computer screen, network, or other electronic medium.
- Use a person's social security number as an individual account number,
- Print a Social Security number on the outside of any envelope or package mailed or sent to an individual,
- Require use or transmission of more than 4 sequential digits of a Social Security number over the internet or a computer network, unless the connection is secure or the transmission is encrypted, or
- Require use or transmission of more than 4 sequential digits of a Social Security number to gain access to a website or computer system or network, unless the connection is secure and the transmission is encrypted, or protected by a password or other unique personal ID number or authentication device.

The statute also prohibits including all or more than four sequential digits of a Social Security number in any document or information mailed to a person, unless certain conditions, including the following, apply:

- A state or federal law or rule or court order authorizes, permits or requires the Social Security number's use,
- The document sent is part of an application or enrollment initiated by the individual,
- The document is sent to establish, confirm service, amend or terminate an account, contract, policy, or employee or health insurance benefit; or
- The document is mailed by a public body in certain circumstances.

The restrictions do not apply to use of a Social Security number that is "authorized or required by state or federal statute, by court order, or pursuant to legal discovery or process."

It is not a violation of the Act to use a Social Security number to "verify an individual's identity, identify an individual, or do another similar administrative purpose related to," proposed employment or employment. Use of Social Security numbers to provide or administer health insurance, membership benefits, or retirement programs is also permissible. An entity may also use all or part of a Social Security number to "lawfully pursue or enforce a person's legal rights,"

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which may include “audit, collection, investigation, or transfer of a tax, employee benefit, debit, claim” or account.

To comply with the Social Security Number Privacy Act, to protect the confidentiality of the Funds’ participants’ and beneficiaries’ social security numbers, and to prevent to the extent possible their disclosure to persons who would use them unlawfully, the Boards of Trustees of the Funds hereby adopt the following Social Security Number Privacy Policy:

- All Fund service providers and their agents and employees are hereby directed to ensure to the extent practicable the confidentiality of all Social Security numbers.
- All Fund service providers and their agents and employees are hereby prohibited from making any disclosure of Social Security numbers contrary to the provisions of the law as set out above.
- All Fund service providers and their agents and employees are directed to limit who has access to information or documents that contain the Social Security numbers strictly to those individuals for whom such information is necessary for the provision and administration of the Funds’ health, welfare or retirement programs. Information in any form, written or electronic, which contains Social Security numbers will be handled only by those persons whose job duties require them to have access to that information for the provision and administration of the Funds’ health, welfare or retirement programs. If such information is contained in documents, the documents will be securely stored, with access limited to those persons whose job duties require them to have access to that information. If such information is in electronic form, access to any computer or computer files will be limited, through the use of passwords and/or other technology, to those persons whose job duties require them to have access to that information.
- Documents which contain Social Security numbers and which are no longer needed will be disposed of, whether by shredding or otherwise, in a manner which will insure that the numbers are protected. Each Fund service provider shall be responsible for supervising this process.
- Fund service providers who violate this privacy policy will be subject to disciplinary action, up to and including termination.

**MICHIGAN GLASS AND
GLAZING INDUSTRY**

**DEFINED CONTRIBUTION
PENSION PLAN**

**(As Restated Effective
October 1, 2025)**

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MICHIGAN GLASS AND GLAZING INDUSTRY
DEFINED CONTRIBUTION PENSION PLAN
(As Restated Effective October 1, 2025)

The Trustees of the Michigan Glass and Glazing Industry Defined Contribution Pension Plan, pursuant to the power granted to them in the Agreement and Declaration of Trust, did publish the Plan of the Michigan Glass and Glazing Industry Defined Contribution Pension Plan, effective June 1, 1995. That Plan was amended one (1) time. In the interest of revising the Plan to incorporate numerous changes and simplifications, and in order to convert the Plan to a profit sharing plan, the Trustees restated the Plan effective June 1, 2001. The Plan was amended ten (10) times since that date, and was restated on January 1, 2009 incorporating those amendments. The 2009 Plan was amended six (6) times since that date, and was restated on January 1, 2015 incorporating those six (6) amendments. The 2015 Plan has since been amended five (5) times and what follows is the 2025 Restated Plan incorporating those five (5) amendments.

ARTICLE I - DEFINITIONS

Section 1 - Union: The term “Union” shall mean Glaziers, Glassworkers and Architectural Metal Workers Local Union No. 357, AFL-CIO.

Section 2 - Association: The term “Association” shall mean the Glazing Contractors Association, Inc.

Section 3 - Employer: The term “Employer” shall mean:

- (a) any member of the Association and any other individual, partnership, corporation or business entity which is engaged in work employing the services of individuals performing tasks coming within the work jurisdiction of the Union and which has a Pension Agreement with the Union, and
- (b) the Union, to the extent, and solely to the extent, that it acts in the capacity of an Employer or Employees in respect to whose employment it makes contributions to the Trust Fund pursuant to a Pension Agreement, and
- (c) any board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established by collective bargaining by the Union and the Association, to the extent and solely to the extent that such board of trustees, committee or other agency acts in the capacity of an Employer of Employees in respect to whose employment it makes contributions to the Trust Fund pursuant to a Pension Agreement.

Section 4 - Employee: The term “Employee” shall mean:

- (a) any person engaged by one (1) or more Employers to perform work as part of the bargaining unit represented by the Union, and
- (b) any person employed in a paid capacity by the Union, and

- (c) any person employed by any board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational and other programs established through collective bargaining by the Union and the Association.

No person who is a sole proprietor or a partner in an Employer partnership shall be an "Employee" within the meaning of this Section 4.

Section 5 - Trust Agreement: The term "Trust Agreement" shall mean the Agreement and Declaration of Trust establishing the Fund effective June 1, 1995, and that instrument as from time to time amended.

Section 6 - Trust Fund: The term "Trust Fund" or "Fund" shall mean the Michigan Glass and Glazing Industry Defined Contribution Pension Fund and the assets thereof.

Section 7 - Trustees: The term "Trustees" shall mean the individuals designated in the manner provided by the Trust Agreement to administer collectively the Fund and the Plan.

Section 8 - Pension Agreement: The term "Pension Agreement" shall mean any collective bargaining agreement or article thereof or other written agreement which provides for Employer contributions to the Trust Fund (or adopts, expressly or implicitly, a written agreement which so provides) and details the basis upon which such contributions are to be made and, with respect to Employees working outside the trade jurisdiction of the Union, the terms and conditions prescribed by the Trustees for acceptance of such contributions.

Section 9 - Plan: The terms "Plan" shall mean this defined contribution profit-sharing Pension Plan adopted by the Trustees, as it shall from time to time be amended.

Section 10 - Participant: The term "Participant" shall mean any Employee who has met the eligibility requirements for participation in the Plan and who has not terminated participation.

Section 11 - Beneficiary: The term "Beneficiary" shall mean the person or persons identified by application of Section 11 of Article V to receive, upon submission of an application to the Trustees on a form prescribed and furnished by them and accompanied by such other data or documents as may be required by them, any death benefits payable under the terms of Article V in the event of a Participant's death. Notwithstanding the foregoing, the designation of a spouse as a Participant's Beneficiary shall terminate immediately upon the entry of a judgment or decree of divorce between that Participant and his spouse. Following the entry of such judgment or decree, the former spouse shall be recognized as a Participant's Beneficiary only if designated by a Qualified Domestic Relations Order or if designated by the Participant as Beneficiary after the entry of the judgment or decree in writing on a form prescribed and furnished by the Trustees.

Section 12 - Totally and Permanently Disabled: The term "Totally and Permanently Disabled" and references to a finding of "Total and Permanent Disability" shall mean having a physical or mental condition which totally and permanently prevents a Participant from engaging in employment within the work jurisdiction of the Union.

Section 13 - Plan Year: The term "Plan Year" shall mean a consecutive twelve month period beginning on a June 1 and ending on a May 31.

Section 14 - Hours of Work: The term “Hours of Work” shall mean the hours for which an Employee is paid, or entitled to payment, for the performance of duties for his Employer, hours for which back pay, irrespective of mitigation of damages, is awarded or agreed to by an Employer, to the extent that such award or agreement is intended to compensate the Employee for periods during which the Employee would have been engaged in the performance of duties for the Employer and any hours with which an Employee is credited as a result of a reciprocity transfer.

Section 15 - Hours of Service: The term “Hours of Service” shall mean the hours with which an Employee is credited under the Plan. For this purpose, each 435 Hours of Work shall be equivalent to 500 Hours of Service.

Section 16 - Compensation: The term “Compensation” shall mean an Employee’s wages and other amounts received by the Employee for personal services actually rendered in the course of employment with an Employer.

Section 17 - Accrued Benefit Account: The term “Accrued Benefit Account” shall mean the amount which has accrued pursuant to the terms of this Plan in a bookkeeping account established by the Trustees for each Participant.

Section 18 - Annual Additions: The term “Annual Additions” shall mean the sum of Employer contributions, Employee contributions and forfeitures credited to a Participant during a Plan Year, but shall not include Catch Up contributions.

Section 19 - Fund Earnings: The term “Fund Earnings” shall mean the net gains or net losses from Fund investments received by the Fund plus any interest and dividends received by the Fund less the Fund’s administrative expenses, including funding of credit for military and uniformed service, if any, not covered by forfeitures, plus any forfeitures.

Section 20 - Alternate Payee: The term “Alternate Payee” shall mean any individual who, pursuant to Article VII, Section 3, of this Plan, has been named in an order determined by the Trustees to be a qualified domestic relations order to receive part or all of any benefit otherwise payable from this Fund to a Participant.

Section 21 - Highly/Nonhighly Compensated Participant: The term “Highly Compensated Participant” shall mean any Participant who during the preceding Plan Year received compensation in excess of \$80,000 as adjusted pursuant to Internal Revenue Code Section 415(d), except that the base period is the calendar quarter ending September 30, 1996. The term “Non-highly Compensated Participant” shall mean any Participant who did not receive compensation in excess of \$80,000 as adjusted pursuant to Internal Revenue Code Section 415(d) during the preceding Plan Year.

Section 22 - Elective Deferrals: The term “Elective Deferrals” shall mean any Employer contributions made to the Fund at the election of a Participant in lieu of cash compensation to that Participant pursuant to a salary reduction agreement.

Section 23 - Excess Elective Deferrals: The term “Excess Elective Deferrals” shall mean any Elective Deferrals of a Participant that exceed in any calendar year the limitations upon the amount that may be deferred pursuant to the Internal Revenue Code.

Section 24 - Qualified Nonelective Contributions: The term “Qualified Nonelective Contributions” shall mean Employer contributions made by the Employer pursuant to Article III, Section 1, and allocated to a Participant’s account that the Participant may not elect to receive in cash until distributed from the Plan, are nonforfeitable when made to the Plan on behalf of the Participant, and are distributable only in accordance with the provisions of Article V.

Section 25 - Excess Contributions: The term “Excess Contributions” shall mean any Elective Deferral contribution of Highly Compensated Participants that is above the maximum deferral percentage allowed under the actual deferral percentage test set out in Internal Revenue Code Section 401(k)(3) and Regulation 1.401(k)-1(b) and 1.401(k)-2 as applicable, the provisions of which are incorporated herein by reference, for a Plan Year.

Section 26 - Catch-Up Contribution: The term “Catch-Up Contribution” means Elective Deferrals made to the Plan by a Catch-Up Eligible Participant during any taxable year of such Participant that are in excess of:

- (a) a statutory dollar limit on Annual Additions as provided in Code Section 401(a)(30) and Code Section 415(c);
- (b) a Plan limit on Elective Deferrals, such as incremental amounts as established by the Fund from time to time, which is not a limit provided in (a) above; or
- (c) if the ADP Test is applicable, then the limit imposed by the ADP Test under Code Section 401(k)(3), in which Excess Contributions would otherwise be distributed pursuant to Article III, Section 7, to a Highly Compensated Participant or former Participant who is a Catch-Up Eligible Participant.

Catch-Up Contributions for a Participant for a Participant’s taxable year may not exceed the dollar limit on Catch-Up Contributions under Code Section 414(v)(2)(B)(i) for the Participant’s taxable year.

Section 27 - Catch-Up Eligible Participant: The term “Catch-Up Eligible Participant” means a Participant who:

- (a) is eligible to make Elective Deferral Contributions pursuant to Article III, Section 3; and
- (b) is age 50 or over by the end of the Participant’s taxable year.

Section 28 - Other Definitions: Other definitions as required may appear in the text of other Sections and/or Articles of this Plan document.

ARTICLE II - PARTICIPATION

Section 1 - Participation: An Employee shall become a Participant immediately upon accruing an Hour of Service.

Section 2 - Termination of Participation: Participation shall terminate if a Participant dies, retires, becomes Totally and Permanently Disabled or separates from employment as described in Article V, Section 3, and a full distribution of the Participant’s Accrued Benefit Account is

made. A Former Participant who again becomes an Employee shall become a Participant when the requirements of Section 1 have again been met.

ARTICLE III - CONTRIBUTIONS

Section 1 - Employer Contributions: Each Employer shall contribute to the Fund in respect to Hours of Service performed by Employees pursuant to a Pension Agreement. Employer contributions shall be made at such intervals accompanied by such forms as the Trustees shall require. Reciprocity transfers received shall be added to Employer contributions and reciprocity transfers disbursed shall be subtracted from Employer contributions.

Section 2 - Crediting of Contributions: All contributions received by the Fund shall be allocated to the Accrued Benefit Account of the Participant on whose behalf the contribution is made. The individual Accrued Benefit Accounts shall be maintained as bookkeeping entries and shall not affect the right of the Trustees to commingle the assets of the Fund for investment and other purposes.

Section 3 - Elective Deferral Contributions: A Participant may, by entering into a salary reduction agreement with his Employer on a form prescribed and furnished by the Trustees, choose to have Elective Deferrals contributions made to his Account by means of directing his Employer to reduce his wages accordingly. The Participant may enter into a salary reduction agreement when he begins working for an Employer and each such salary reduction agreement shall terminate upon the Participant's receipt of his last weekly wage from that Employer (unless terminated earlier by the Participant). Notwithstanding the foregoing, the Participant may elect no more frequently than twice each calendar year (the first day of January and/or July) to enter into or modify a salary reduction agreement with an Employer with whom he has been employed for more than six (6) months. Elective Deferrals shall be permitted in such dollar amounts per hour worked and in such increments as established by the Board from time to time, not to exceed the applicable annual dollar amount which is excludible from gross income as established by the Internal Revenue Service Code Section 402(g) and updated by it from time to time. Elective Deferral contributions for each regular payroll period shall be paid to the Fund by the Employer as soon as possible, but no later than fifteen (15) business days following the end of the calendar month in which the wages were paid and shall be accompanied by such forms as the Trustees shall require. If a Participant is found to have Excess Elective Deferral contributions in a calendar year, such Excess Elective Deferral contributions received by the Fund on behalf of such Participant, plus any income and minus any loss allocable thereto, shall be distributed to the Participant by the Fund from the Participant's Accrued Benefit Account no later than the April 15 after the end of the calendar year in which the Excess Elective Deferral contributions were accumulated.

A participant's Elective Deferral contribution made under this Plan (and all other plans, contracts or arrangements of the Employer maintaining this Plan during any calendar year, if any) shall not exceed the dollar limitation. For this purpose, "Elective Deferral contributions" means, with respect to a calendar year, the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code Section 401(k), pursuant to a salary reduction agreement. The "Elective Deferrals" shall not include any deferrals properly distributed as excess annual additions pursuant to Section Article III, Section 6. The "Dollar limitation" shall mean the dollar limitation contained in Code Section 402(g) in effect for the Participant's taxable year beginning in such calendar year.

In the case of a participant aged 50 and over by the end of the taxable year, the “dollar limitation” described in the preceding sentence shall be adjusted to include the amount of elective deferrals that may be treated as Catch-Up Contributions.

Each Catch-Up Eligible Participant shall be eligible to make Catch-Up Contributions during the Participant’s taxable year in accordance with, and subject to the limitations of, Code Section 414(v). Such Catch-Up Contributions are not subject to the limits on Annual Additions under Code Section 415(c), are not counted in the non-discrimination test of Article III, Section 7, and are taken into account under the limit on Elective Deferrals under Code Section 402(g). Catch-Up Contributions may be a dollar amount or a percentage of cash compensation for each payroll period not to exceed the applicable dollar limit under Code Section 414(v), pursuant to procedures adopted for the administration of the Plan. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 401(k)(3), 401(k)(12), or 410(b), as applicable, by reason of the making of such Catch-Up Contributions.

Section 4 - Contributions For Military and Uniformed Service: If an Employee enters service in the Armed Forces or another uniformed service of the United States then covered under applicable federal law (hereinafter “Forces”) within one (1) calendar month after last performing an Hour of Service for an Employer as defined herein and serves for a period of five (5) years or less (or, for a longer period, if his service is extended by the government), then resumes employment as an Employee covered by this Plan within four (4) months of the date of his discharge under honorable conditions from the Forces, or within twenty-four months if he is recovering from an illness or injury incurred during or aggravated by his service in the Forces, his Accrued Benefit Account shall be credited with contributions for the period of his service in the Forces, but not with any investment earnings attributable thereto, during that period, based on the average number of Hours of Service he performed each month during the twelve consecutive months preceding his entry into the Forces, or if he first became an Employee fewer than twelve months prior to his entry into the Forces, during that shorter period.

The Accrued Benefit Account of a Participant called to service with the Reserves or National Guard shall be credited with contributions for the period of that service in accordance with the provisions set out in the above paragraph.

A Participant eligible to receive credit pursuant to this Section shall also be permitted to make from his personal assets such Elective Deferral contributions to his Accrued Benefit Account in an amount which could have been made by the Participant under the terms of this Plan during his service in the Forces provided that the payment is made within a period of time which is the lesser of (a) the product of three (3) multiplied by the period of his service in the Forces or (b) five (5) years.

Employer contributions (excluding for this purpose Elective Deferral contributions which, if the Participant elects to make them, shall be paid from the personal assets of the Participant) required hereunder, as determined by the Trustees, shall be paid from the Trust as a whole and allocated on a pro-rata basis among all participants as an administrative expense of the Fund.

The Beneficiaries of an Employee who dies while serving in the Forces, but who would otherwise have been eligible to be credited with contributions under this Section 4, shall be entitled to all additional benefits provided under the Plan (except benefit accruals relating to the period of the Employee’s service in the Forces) to which they would have been entitled had the Employee resumed employment in a timely manner and then terminated employment on the date of his death.

The Employee (or his Beneficiaries) shall be required to submit such documents and information as required by the Board to determine his (their) eligibility hereunder.

Section 5 - Rollover Contributions: Eligible rollover distributions that consist exclusively of pre-tax employer contributions shall be accepted from another Section 401(a), 403(a) or 403(b) plan or a Section 457 plan, accompanied by such forms as the Trustees shall require. Such rollovers shall only be accepted on behalf of a Participant who has met the initial eligibility rules of Article II, Section 1 and who has not terminated participation pursuant to Article II, Section 2 and not again become a Participant.

Section 6 - Limitation Upon Annual Additions: There is no limitation on the amount of Annual Additions which may be credited to a Participant for any Plan Year except as required by Section 415 of the Internal Revenue Code and the rules and regulations applicable thereto at any time of reference or by subsequent federal legislation. For purposes of applying Section 415, the term "compensation" shall mean wages subject to income tax withholding at the source, as defined by Section 3401(a) of the Internal Revenue Code, qualified transportation fringes, any elective deferrals as defined in IRC Section 402(g)(3), and other amounts received by the Participant for personal services actually rendered in the course of employment with an Employer, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed.

Effective for limitation years beginning on or after January 1, 2008, for purposes of applying the limitations of IRC 415, compensation paid or made available during the limitation year shall include any amounts made after severance from employment provided such compensation is made by the later of two and one-half months after the severance from employment or the end of the limitation year that includes the date of severance from employment. Compensation shall be determined to the fullest permissible extent under Regulation 1.415(c)-2(e).

Section 7 - Nondiscrimination Tests: The Elective Deferral contributions of Highly Compensated Participants shall be accepted subject to the Plan satisfying, based on Elective Deferral contributions for the Plan Year being tested, the actual deferral percentage test set out in Internal Revenue Code Section 401(k)(3) and Regulation 1.401(k)-1(b) and 1.401(k)-2 as applicable, the provisions of which are incorporated herein by reference, including Qualified Nonelective Contributions, and using the current year compensation testing method. For purposes of the non-discrimination testing described herein, "compensation" shall not exceed the limits provided in Internal Revenue Code Section 401(a)(17) and Regulation Section 1.401(a)(17)-1. Disproportionate Qualified Nonelective Contributions will not be taken into account to correct any testing failures.

ARTICLE IV - ACCOUNTS AND VALUATION

Section 1 - Accrued Benefit Account: The Trustees shall establish and maintain an Accrued Benefit Account for each Participant. The non-forfeitable percentage of the value of each Participant's Accrued Benefit Account shall be 100%.

Section 2 - Valuation of Accrued Benefit Account: The assets of the Fund shall be valued daily. Each Accrued Benefit Account shall be adjusted daily by apportioning the Fund earnings among the Accrued Benefit Accounts in proportion to their respective values at the prior valuation. During any period in which the Board of Trustees permits Participants and Alternate

Payees to direct the investment of their own Accrued Benefit Account pursuant to Article VII, Section 14, the Accrued Benefit Account of each Participant or Alternate Payee shall be credited or charged only with the net appreciation or depreciation of his own Account, based on the investment thereof.

ARTICLE V - BENEFITS

Section 1 - Retirement: A participant may retire on or after his fifty-second birthday and be entitled, upon submission of an application to the Trustees on a form prescribed and furnished by them and accompanied by such other data or documents as may be required by them, to the value of his Accrued Benefit Account payable as provided in Section 7, 8 or 9 of this Article. Benefits will commence on the first day of the month following receipt of his application by the Trustees upon which he is found to have retired and to have met all eligibility requirements, but not later than the date required under the minimum distribution rule of Section 401(a)(9) of the Internal Revenue Code. For purposes of this Section 1, “retire” shall mean the permanent cessation of:

- (a) employment or self-employment (irrespective of whether the Participant is engaged as an employee or an independent contractor) in the glazing industry or any related business,
- (b) employment or self-employment (irrespective of whether the Participant is engaged as an employee or an independent contractor) performing tasks within the work jurisdiction of the Union, irrespective of whether the employer is party to a collective bargaining agreement, and
- (c) employment (irrespective of whether the Participant is engaged as an employee or an independent contractor) with any labor organization or any affiliated entities, including employee benefit funds, committees or related organizations.

Section 2 - Disability: A Participant who is, based upon medical evidence presented to the Fund, determined to be Totally and Permanently Disabled, shall, upon submission of an application on a form prescribed and furnished by the Fund, and accompanied by such other data or documents as is required to establish Total and Permanent Disability, be entitled to the value of his Accrued Benefit Account payable as provided in Section 7, 8 or 9 of this Article. Although not required for a finding of Total and Permanent Disability, proof of entitlement to Social Security Disability Benefits shall be sufficient proof of Total and Permanent Disability. Benefits will commence upon the determination that all of the eligibility requirements of this Section have been met, but in no case earlier than the first day of the month next following receipt by the Fund of the application on a form prescribed and furnished by them and accompanied by such other data or documents as may be required to establish Total and Permanent Disability.

Section 3 - Separation: A Participant may submit an application, on a form prescribed and furnished by the Fund and accompanied by such other data or documents as may be required by the Fund to establish eligibility hereunder, to the Fund for and receive the value of his Accrued Benefit Account, payable as provided in Sections 7, 8 or 9 of this Article, if he is determined to have separated from service as defined herein as of the date of distribution of his Accrued Benefit Account.

For purposes of this Section 3, the term “separated from service” shall mean that the Participant has accrued no Hours of Service for a period of at least twenty-four consecutive months, as well as the complete cessation, for a period of at least twenty-four months, of all:

- (a) employment or self-employment (irrespective of whether the Participant is engaged as an employee or as an independent contractor) in the glazing industry or any related business,
- (b) employment or self-employment (irrespective of whether the Participant is engaged as an employee or as an independent contractor) performing tasks within the work jurisdiction of the Union, irrespective of whether the employer is party to a collective bargaining agreement, and
- (c) employment (irrespective of whether the Participant is engaged as an employee or as an independent contractor) with any labor organization or any affiliated entities, including employee benefit funds, committees or related organizations.

Proof of separation from service sufficient for eligibility for benefits for purposes of this Section shall require the applicant to produce copies of his income tax filings for each calendar year represented in the twenty-four month period preceding the requested effective date of distribution, with all attached IRS Form W-2s reflecting the applicant’s employer(s) for that period, plus such other proofs as the Fund may require. In the event that the applicant did not file income tax reports for any of the affected calendar years, the applicant shall provide a statement under oath in the form of an affidavit, on a form to be prepared and supplied by the Fund, to be signed by the applicant either before a Fund representative or before a notary public. The affidavit shall set forth the applicant’s complete employment activity and income sources for the applicable period.

Section 4 - Childbirth/Adoption: Upon submission of an application, on a form prescribed and furnished by the Fund and accompanied by such other data or documents as may be required by the Fund to establish eligibility hereunder, a Participant shall be entitled to a distribution from his Accrued Benefit Account up to \$5,000 for expenses related to the birth or adoption of his or her child. Such application must be submitted no later than one (1) year following the birth or legal adoption. A Participant may elect to recontribute a qualified birth or adoption distribution hereunder (not to exceed the aggregate amount of all qualified birth and adoption distributions made to the Participant) to this Fund or to an eligible retirement plan in which the Participant is a beneficiary and to which a rollover can be made within three (3) years of the date of the distribution.

Section 5 - Death: If a Participant dies, without an Annuity for the Participant and spouse having been purchased by the Fund pursuant to Section 7 of this Article, his Beneficiary shall be entitled to receive, upon submission of an application to the Trustees on a form prescribed and furnished by them and accompanied by such other data or documents as may be required by them, a death benefit as provided in Section 10 of this Article.

Section 6 - Distribution in Case of Federally Declared Disaster: In case of a federally declared disaster, as determined by the Federal Emergency Management Agency (FEMA), a Participant may, upon submission of an application to the Trustees on a form prescribed and furnished by them and accompanied by such other data or documents as may be required by them no later than one (1) year after the date of the declared disaster, take a distribution of up to the lesser of \$22,000 or 100% of his or her Accrued Benefit Account. This distribution is available

provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in the area designated by FEMA for individual assistance due to the particular disaster. Any distribution made pursuant to this Section 6 shall be deemed to be made as of the first day of the month immediately preceding the date of the distribution and the participant's Accrued Benefit Account shall be reduced accordingly. A Participant may elect to recontribute the distribution (or a portion thereof) made pursuant to this Section 6, in this Fund or into an eligible retirement plan in which the Participant is a beneficiary and to which a rollover can be made within three (3) years of the date of the distribution.

In addition, in case of a federally declared disaster, as described above, the limits on Participant loans described in Article VI, Section 1(d) will increase to the lesser of 100% of the value of the Accrued Benefit Account or \$100,000.

Section 7 - Normal Form of Married Participant Benefits: If a Participant is legally married at the time as of which payment of benefits is to commence, the normal form of benefit shall be a Joint and Survivor Annuity providing for an immediate annuity for the life of the Participant and a survivor annuity in an amount equal to 50% of the amount payable during their joint lives for the life of the spouse which shall be purchased for the value of the Accrued Benefit Account through an insurer authorized to do business in Michigan if the value of the Accrued Benefit Account exceeds \$1,000.00 (or exceeded \$1,000.00 at the time of any prior distribution) unless within 180 days of the commencement of benefits, the Participant elects to waive that form of benefit and opts for another form described in Section 10 and the Participant's spouse consents to the waiver (or the Trustees determine that the spouse cannot be located). Any such waiver and any spousal consent thereto must be in a form prescribed and furnished by the Trustees. To be valid, any spousal consent must be witnessed by an authorized Fund representative or a notary public. The election of any option may be rescinded at any time and any number of times and a different option elected by the same process used to elect the original option, subject to the same restrictions, at any time prior to the purchase of an Annuity by the Fund or the date on which the first benefit thereunder becomes payable, whichever occurs earlier. The Trustees shall provide the Participant with a written explanation of the 50% Joint and Survivor Annuity Form no less than 30 days and no more than 180 days prior to the date as of which the benefits are to commence. Distribution of an optional form of benefit may begin less than 30 days but no less than 7 days after the written explanation is given if the participant elects, and his spouse consents, to waive the requirement that the written explanation be given at least 30 days before the annuity starting date.

If the value of the Accrued Benefit Account payable to the Participant is less than \$1,000 at the time payment of benefits commence, the Trustees may, in their discretion, pay the benefit as a lump sum.

Section 8 - Normal Form of Unmarried Participant Benefits: If a Participant is not legally married at the time as of which payment of benefits is to commence, the normal form of benefit where the value of the Accrued Benefit Account exceeds \$1,000.00 (or at the time of any prior distribution exceeded \$1,000.00) shall be a Single Life Annuity providing for a distribution, on a monthly basis, of the Participant's Accrued Benefit Account over the life expectancy of the Participant. The amount to be distributed each year must be at least equal to the quotient obtained by dividing the value of the Accrued Benefit Account by the life expectancy of the Participant using the return multiples contained in the regulations to Section 72 of the Internal Revenue Code. For purposes of this calculation, the Participant's life expectancy may be recalculated no more frequently than annually.

If the value of the Accrued Benefit Account payable to the Participant is less than \$1,000 at the time payment of benefits commence, the Trustees may, in their discretion, pay the benefit as a lump sum.

Section 9 - Other Forms of Benefits: A Participant who is not legally married at the time as of which payment of benefits is to commence may waive the normal form of benefit for unmarried participants as set forth in Section 8 of this Article V, and elect to receive his benefit in one of the following optional forms:

- (a) a lump sum cash payment to the Participant of the full or partial value of his benefit, except that any partial distribution shall not be (1) less than \$500, (2) more than 50% of his Account, and (3) leave an account balance of less than \$500. A Participant with an outstanding loan may take a partial distribution, as long as the remaining balance in the Account is not less than 200% of the remaining loan balance; or
- (b) a periodic distribution over a set period of time not to exceed the life expectancy of the Participant. Such distribution shall be made over one of the following periods, at the election of the Participant:
 - (i) sixty (60) months.
 - (ii) one hundred twenty (120) months.
 - (iii) one hundred eighty (180) months.

The amount to be distributed each year under this subsection (b) must be at least equal to the amount obtained by dividing the value of the Accrued Benefit Account by the life expectancy of the Participant. The life expectancy shall be calculated using the return multiples contained in the regulations to Section 72 of the Internal Revenue Code. For purposes of this calculation, the Participant's life expectancy may be recalculated no more frequently than annually.

A Participant who is legally married at the time as of which payment of benefits is to commence may waive the normal form of benefit for married participants as set forth in Section 7 of this Article V, and, with valid spousal consent, may elect to receive his benefit in one of the following optional forms:

- (c) a Joint and Survivor Annuity providing for a life annuity for the life of the Participant and a survivor annuity in an amount equal to 75% of the amount payable during their joint lives for the life of the Spouse which shall be purchased for the value of the Accrued Benefit Account through an insurer authorized to do business in Michigan unless the value of the Accrued Benefit Account is less than \$1,000; or
- (d) a lump sum cash payment to the Participant of the full or partial value of his benefit, except that any partial distribution shall not be (1) less than \$500, (2) more than 50% of his Account, and (3) leave an account balance of less than \$500. The spousal waiver provisions of Section 7 of this Article V shall be required for and shall apply separately to each partial distribution without respect to whether the amount of any such distribution exceeds \$1,000. A Participant with an outstanding loan may take a

partial distribution, as long as the remaining balance in the Account is not less than 200% of the remaining loan balance; or

- (e) a periodic distribution over a set period of time not to exceed the life expectancy of the Participant. Such distribution shall be made over one of the following periods, at the election of the Participant:
 - (i) sixty (60) months.
 - (ii) one hundred twenty (120) months.
 - (iii) one hundred eighty (180) months.

The amount to be distributed each year under this subsection (d) must be at least equal to the amount obtained by dividing the value of the Accrued Benefit Account by the life expectancy of the Participant. The life expectancy shall be calculated using the return multiples contained in the regulations to Section 72 of the Internal Revenue Code. For purposes of this calculation, the Participant's life expectancy may be recalculated no more frequently than annually.

Section 10 - Payment of Death Benefits: Upon the death of the Participant prior to the distribution of benefits as set forth in Sections 7, 8 or 9 of this Article, the value of the deceased Participant's Accrued Benefit Account shall be distributed, upon submission of an application to the Trustees on a form prescribed and furnished by them and accompanied by such other data or documents as may be required by them within five (5) years of the Participant's death, as follows:

- (a) If a Participant who is legally married dies before the purchase of an Annuity by the Fund pursuant to Section 7 of this Article or the distribution of his Accrued Benefit Account has begun, the Trustees shall purchase for the value of the Accrued Benefit Account an annuity for the life of the surviving spouse from an insurance company authorized to do business in Michigan from which the surviving spouse may elect to commence receiving benefit payments immediately. The surviving spouse may choose, in lieu of the purchase of an annuity by the Trustees, to receive a lump sum payment of the value of the Accrued Benefit Account. If the value of the Accrued Benefit Account is less than \$1,000 at the time payment of benefits commence, the Trustees may, in their discretion, pay the benefit as a lump sum.
- (b) If a Participant who is not legally married dies, the remaining portion of his Accrued Benefit Account shall be distributed to his Beneficiary(ies) in a lump sum payment.

Section 11 - Order of Beneficiaries: Death benefits under Section 10 of this Article shall be payable to the Participant's Beneficiary(ies) in the following order of priority:

- (a) the surviving spouse to whom the deceased Participant was legally married at the time of his death, or
- (b) if no such surviving spouse survives, then any living person or persons designated by the deceased Participant as Beneficiary on a form prescribed and furnished by the Trustees and filed with the Trustees (The status of any person as a beneficiary shall terminate immediately upon the entry of a judgment or decree of divorce between the Participant and such person. A former spouse of a Participant shall be a beneficiary

of a Participant only if designated by a qualified domestic relations order or if the Participant designates his former spouse as beneficiary after the entry of the judgment or decree on a form prescribed and furnished by the Trustees.), or

- (c) if none of the above survives, then any living children of the deceased Participant in equal shares, or
- (d) if none of the above survives, then the living parents of the deceased Participant in equal shares, or
- (e) if none of the above survives, then any living brothers and sisters of the deceased Participant in equal shares, or
- (f) if none of the above survives, then any living grandchildren of the deceased Participant in equal shares, or
- (g) if none of the above survives, then any living trust established by the deceased Participant, provided that the trust complies with the requirements of 29 C.F.R. § 1.401(a)(9)-4, Q&A 5, or
- (h) if none of the above survives and no such trust was established under (g), then any individual(s) that is a beneficiary of the Participant's estate in equal shares, or
- (i) if none of the above survives and no such trust was established under (g), then the individual(s) identified as entitled to a share of the Participant's property in a sworn Affidavit of Decedent's Successor for Delivery of Certain Assets Owned by Decedent with respect to the Participant, in accordance with MCL §§700.3983-700.3984, in proportion to the shares identified on the form.

Section 12 - Payment of Benefits: The Fund shall pay benefits in accordance with the terms of this Plan and with Section 401(a)(9) of the Internal Revenue Code and the regulations including the incidental benefit requirements of Section 401(a)(9)(G) of the Internal Revenue Code, specifically Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, applicable thereto at any time of reference. If any provision of this Plan is inconsistent with Section 401(a)(9) and the regulations, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, that Section and the regulations, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, will control the manner and form in which benefits are paid.

ARTICLE VI - LOANS

Section 1 - Conditions of Loan: The Fund may lend money to a Participant, to be secured by an equivalent portion of such Participant's Accrued Benefit Account, subject to the following conditions:

- (a) No loan shall be made to any person who has not been a Participant for at least five (5) Plan Years, and loans shall be made available to all Participants who have been Participants for at least five (5) Plan Years on a reasonably equivalent basis.

- (b) A loan may be taken by a Participant for any purpose.
- (c) Loans shall be memorialized by Promissory Note, which shall not be renegotiable, fully secured by the Participant's Accrued Benefit Account, and shall bear a reasonable interest rate, to be determined by the Board of Trustees in its sole and exclusive discretion in consultation with its depository bank. Such interest is to be charged for the life of the loan, with interest payments to be included in the repayment schedule. Loans shall also be subject to such late payment penalties as are established by the Board of Trustees in its sole and exclusive discretion, which shall inure to the Fund.
- (d) Except as provided in Article V, Section 6, no loan shall be made in an amount smaller than \$1,000 or an amount greater than the lesser of (i) \$50,000 or (ii) 50% of the Participant's Accrued Benefit Account.
- (e) If the Participant has had an outstanding loan within the preceding twelve (12) months, the \$50,000 amount used in subparagraph (d) above shall be reduced by the highest amount of any outstanding loan balance of the Participant's during the preceding twelve (12) months.
- (f) For purposes of applying the provisions of this Section 1, the portion of a Participant's Accrued Benefit Account to be taken into account shall be reduced by any amount in which an alternate payee has an interest pursuant to a qualified domestic relations order.
- (g) Repayment of the loan shall be scheduled in equal monthly payments over a period not to exceed five (5) years, except that the period of repayment may exceed five (5) years, but not twenty years, if the loan is used to purchase the Participant's principal residence. The Participant shall provide the Fund with such documentation as it may reasonably require to establish that a requested loan is for purposes of the purchase of the Participant's principal residence in order to issue a loan with a period of repayment in excess of five (5) years.
- (h) No more than one (1) loan may be outstanding at any time to a Participant, and no loan shall be made to a Participant who has ever failed to repay a loan and as a result thereof received a deemed distribution from this Fund.
- (i) If the Participant applying for a loan is legally married, the Participant's spouse must consent in writing to the loan being made on a form prescribed and furnished by the Fund, which consent must, to be valid, be given within one hundred and eighty days of the date upon which the loan is to be made and be witnessed by an authorized representative of the Fund or a notary public.
- (j) The Fund is not obligated to issue payment booklets, late notices, default notices, notices of deemed distribution and/or any other loan compliance reminders to Participants. Participants are solely and exclusively responsible for all aspects of repayment of their loans. Neither the failure by the Participant to receive any notice which may be issued by the Fund, nor the failure of the Fund to issue any notice shall operate as an excuse for non-compliance with any term of a Participant's Promissory Note.

- (k) The Board may adopt such rules, policies and regulations concerning the loan provisions of this Plan including but not limited to documentation required, loan initiation fees, payment method, timing and amounts as it deems reasonable and necessary for the administration of the Plan in its sole and exclusive discretion, which shall be implemented in a uniform and consistent manner.

Section 2 – Repayment and Late Payment: Repayment of all loans shall be by scheduled monthly payment. Any payment not received by the Fund when due shall be assessed a late charge, and additional late charges shall be imposed for each month thereafter the payment remains unpaid. The late charges shall be in addition to interest due on the loan balance, shall inure to the benefit of the Fund, and shall be deducted in full from any subsequent payment. The amounts of late charges are established by the Board of Trustees in its sole and exclusive discretion.

Section 3 - Default and Deemed Distribution: If a missed payment is not made by the last day of the calendar quarter following the calendar quarter in which the required installment payment was due, the entire loan balance, including the late fees and interest, shall be a deemed distribution from the Participant's Accrued Benefit Account and reported to the Internal Revenue Service as such.

Section 4 - Loans from Self-Directed Accounts: Any loan taken by or outstanding to a Participant during any period in which the Board of Trustees permits Participants to direct the investment of their own Accrued Benefit Account, pursuant to Article VII, Section 14 of this Plan, shall be treated as an individually directed investment of his Account for the entire term of the loan and the interest of such loan shall be attributed solely to the Participant/borrower's Account.

Section 5 - Suspension of Loan Repayments during Military Service: Notwithstanding anything in this Article VI to the contrary, the monthly loan payments due from any Participant with an outstanding loan which is not in default who commences active duty in the military of the United States either as a result of conscription or involuntary activation by virtue of membership in the Reserves or National Guard shall be suspended during the period of such non-voluntary active military service, but in no case to exceed five (5) years. Interest shall continue to accrue on the balance due on the loan during such period of suspended repayments, subject to the limitations of the Servicemembers' Civil Relief Act of 2003. Upon the termination of his non-voluntary active military service or if earlier, the fifth anniversary of the date on which payments were suspended, monthly loan payments shall be required in an amount calculated such that the total loan repayment period shall not exceed the sum of the period of the original loan plus the period of the active military service or five (5) years if shorter. A Participant who fulfills the requirements of this Section 5 shall be required to notify the Fund immediately upon the termination of his involuntary active duty.

Section 6 - Loans and Distributions: If a Participant has an outstanding loan at the time of an application for a full distribution, unless repaid as required, the loan balance shall be offset against his Account. If a Participant has an outstanding loan at the time of an application for a partial distribution, the available partial distribution shall be limited to an amount that shall result in an Account balance of not less than 200% of the outstanding loan.

ARTICLE VII - ADMINISTRATION OF THE PLAN

Section 1: The Plan shall be administered solely by the Trustees and employees or agents of the Trustees, acting for them as authorized, and decisions of the Trustees in all matters relating to the administration of the Plan shall be final. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable. The Board of Trustees has the sole and exclusive authority and discretion to interpret and apply the rules of the Plan, the Trust and any other rules and regulations, procedures or administrative rules adopted by the Trustees. Decisions of the Board of Trustees or, where its responsibility has been delegated to others, its delegates, will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Board of Trustees or its authorized delegates is challenged in court, such decision is to be upheld, unless a court with proper jurisdiction finds and issues a decision that it was arbitrary and capricious.

Section 2: No Employee, Participant, Former Participant, Beneficiary or any other person claiming by or through any such person, shall have any right, interest or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of the Plan.

Section 3: No benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. Neither any benefit nor the Fund shall, in any manner, be liable for or subject to the debts or liability of any person entitled to benefits. However, any provision of this or any other Article of this Plan to the contrary notwithstanding, any valid order of a court communicated to the Trustees which the Trustees determine is a qualified domestic relations order under applicable federal law shall act to divert any benefit payable to any Participant named in the order or to any Beneficiary, including a surviving spouse, of any such Participant to the alternate payee named in the order to the extent stated in such order and allowed by federal law. In addition, any provision of this or any other Article of this Plan to the contrary notwithstanding, any valid levy imposed by the Internal Revenue Service shall be honored to the extent required by law.

Section 4: 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, proof of dates of birth and death, marital status, medical records, etc., and no benefit dependent in any way upon such information shall be payable unless and until such information so required shall be furnished. Such evidence shall be furnished by the Union, the Association, Employers, Employees, Participants, Beneficiaries and alternate payees as applicable.

Section 5: Once benefit payments commence, if any benefit payment is unclaimed or uncashed for a period of two (2) years, it shall revert to, and again become part of, the Fund; provided that any such forfeited amount shall be reinstated upon application therefor by the Participant, his Surviving Spouse, or Beneficiary entitled thereto.

Section 6: The Trustees shall, in the absence of contrary evidence presented to them, have the right in administering the Plan to rely upon information provided to them by the Union, the Association, Employers, Employees, Participants, Beneficiaries and alternate payees. Neither they nor the Fund shall be held liable for good faith reliance thereon.

Section 7: No Employer shall have any right, title or interest in the contributions made to the Fund and no part of the Fund shall revert to the Employers or any of them.

Section 8: Personal pronouns used in this Plan shall, in each case, be construed to include the opposite gender as the facts and the context warrant.

Section 9: The Trustees shall exercise such authority and responsibility as they deem appropriate in order to comply with the Internal Revenue Code, the Employee Retirement Income Security Act and such other statutes or valid governmental regulations issued thereunder as may apply to this Fund. In addition, the Trustees shall respond to all reasonable requests for information received from Participants or other persons entitled to benefits hereunder.

Section 10: The Trustees may enter into reciprocity agreements with Trustees of other funds covering work coming under the jurisdiction of the Union's parent body in order to protect the interest hereunder of any Participant who may work in the jurisdiction of other local unions from time to time.

Section 11: The Trustees shall have the authority to construe and interpret this Plan, the Trust, and any other document or policy promulgated by them, and make all determinations as to the right of any person to a benefit in their sole and exclusive discretion. If a claim has been denied, in whole or in part, the claimant is entitled, either in person or by his duly authorized representative, to:

- (a) request a review of the claim by the Trustees, upon written application for review. In the case of a denial as to which written notice of denial has been given to the claimant, any such request for review of the claim must be made within sixty (60) days after the receipt by the claimant of such notice (one-hundred and eighty (180) day in the case of a claim for disability benefits);
- (b) review pertinent documents relating to the denial; and
- (c) submit issues and comments in writing.

The Trustees shall review the claim promptly and render their final decision not later than five (5) days after the Trustees' meeting next occurring after the appeal was received, unless the appeal was received within 30 days prior to the next meeting, in which case the response must be provided to the claimant five (5) days after the second Trustees' meeting. These periods may be extended to, at the latest, five (5) days after the third Trustees' meeting after receipt of the appeal under special circumstances, but the claimant must be notified of this within the unextended time period. The final decision of the Trustees shall be in writing, give specific reasons for the decision and make specific references to the pertinent Plan provisions on which the decision is based.

Section 12: Benefits payable as a lump sum to a Participant, spouse, former spouse, surviving spouse, including a former spouse designated as a surviving spouse by a qualified domestic relations order (excluding amounts distributed on account of hardship), and/or non-spouse Beneficiary are, pursuant to Section 401(a)(31) of the Internal Revenue Code, eligible rollover distributions.

At the option of each such recipient, all or a portion of any eligible rollover distribution paid pursuant to this Plan may be paid as a direct rollover subject to the following:

- (a) The direct rollover elected by a Participant, his surviving spouse or his spouse or former spouse designated as an alternate payee by a qualified domestic relations order is paid to a Section 401(a) qualified plan or a Section 457 plan which accepts rollovers, to an individual retirement account or annuity (IRA), to a Section 403(a) qualified annuity, to a Section 403(b) tax-sheltered annuity; or to a Section 402A Roth IRA;
- (b) The direct rollover elected by a non-spouse Beneficiary is paid to an individual retirement account or annuity (IRA) or to a Section 402A Roth IRA that is established on behalf of the Beneficiary and that will be treated as an inherited IRA; and
- (c) the election is made in writing on a form prescribed and furnished by the Trustees and in accordance with procedures adopted by the Trustees.

That portion of a lump sum benefit required under the minimum distribution rule of Section 401(a)(9) of the Internal Revenue Code is not an eligible rollover distribution.

Section 13: Notwithstanding any internal appeal process, any action in law or equity brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be barred unless the complaint is filed within two (2) years after the first date the participant receives a determination of his rights and/or benefits under the terms of the Fund's Plan, unless a shorter period is established by applicable statute, regulation or case law.

Section 14: The Board of Trustees may, in its sole and exclusive discretion, permit Participants and Alternate Payees to direct the investment of their own Accrued Benefit Account pursuant to ERISA Section 404(c) and regulations promulgated thereunder. Participants and Alternate Payees may, subject to a procedure established by the Board and applied in a nondiscriminatory manner, direct the investment of their Accounts in writing in such specific alternative investments as the Trustees may have selected. To the extent so directed, the Board is relieved of its fiduciary responsibility as provided by law and shall not be liable for any loss or breach of fiduciary duty which results from such exercise of control of investments by the Participant or Alternate Payee. The Board may at any time terminate the right of Participants and Alternate Payees to direct the investment of the assets in their Accrued Benefit Account(s), and invest the overall assets of the Fund in such manner as the Board and its designated Investment Managers elect.

Section 15: The Board of Trustees has the right to recover any amount paid by this Fund in any form to which the participant or beneficiary is determined to be either fully or partially ineligible when the recipient received such amount. The Board may recover such overpayments by any lawful means, including, but not limited to, recoupment of such overpayments from any other current or future benefits paid by the Fund of any kind to which the participant or beneficiary of the overpayment is or may become entitled.

Section 16: Any action in law or equity brought by a participant or beneficiary against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be brought in the United States District Court where the Plan is administered.

ARTICLE VIII - AMENDMENT, MERGER, OR TERMINATION

Section 1 - Right to Amend: Any amendment to this Plan may be made at any time by majority votes of the Trustees and may be made retroactively in order to qualify and maintain this Plan as a qualified plan and trust, provided such remedial amendments are adopted in accordance with the requirements of Section 401(b) of the Internal Revenue Code and regulations promulgated pursuant thereto.

Section 2 - Mergers or Consolidations: In the event that this Plan should merge or be consolidated with another qualified plan as authorized in the Trust Agreement, or if the assets and/or liabilities of this Plan are transferred to another such Plan, the benefits of anyone entitled thereto, immediately after such merger, consolidation, or transfer, shall be at least as great as they were immediately prior to such merger, consolidation or transfer.

In the event the Plan is terminated, wholly or partially, the assets of the Plan available to provide benefits shall be allocated in accordance therewith.

Section 3 - Termination: In the event the Plan is terminated, wholly or partially, or a complete discontinuance of contributions occurs by agreement of the Association and the Union, the Trustees shall apply the assets of the Plan to pay benefits to Participants, Beneficiaries and alternate payees, subject to provision for expenses of administration or liquidation

The amount of benefits for each such person shall be calculated on a basis determined by the Trustees to be consistent with the operation of the Fund as set forth herein, but recognizing the termination of the Plan and the Funds then available and such amounts, when determined, shall remain fixed regardless of the status of any person's service after termination. The allocation, when determined by the Trustees, may be implemented through the continuation of the existing Fund for that purpose or through the purchase by the Trustees of insurance annuity contracts or by a combination of these media, as determined by the Trustees.

NOTES

