

**THIRD SUMMARY DESCRIPTION OF MATERIAL MODIFICATION OF
SHEET METAL WORKERS' LOCAL 33
PROFIT SHARING ANNUITY PLAN**

NOVEMBER 2020

I. INTRODUCTION

This document is designed to describe modifications to the Sheet Metal Workers' Local 33 Profit Sharing Annuity Plan (hereinafter "Plan"). This document should be read in conjunction with the Summary Plan Description (hereinafter "SPD") which was provided to you previously in January 2019. Information contained in this Summary Description of Material Modification (hereinafter "Summary Description") supersedes what is contained in the SPD. However, this Summary Description changes only the provisions to which it specifically refers and no other provisions in the SPD have been materially modified.

**II. TERMINATION DISTRIBUTIONS WHEN YOU TRANSFER YOUR
UNION MEMBERSHIP**

Once you stop working in Covered Employment under the Plan, you may be eligible for a Termination Distribution from your Credit Account once twelve months have elapsed since the last time an Employer made Contributions to your Credit Account. To be eligible for this distribution, you must refrain from working in the Geographical Jurisdiction of the Plan, which includes the entire states of Ohio, West Virginia, Michigan, and Pennsylvania. However, the Trustees have decided that Participants will be eligible for a Termination Distribution if the Participant transfers his or her membership from Sheet Metal Workers Local 33 to a different local union and performs work under that local union's collective bargaining agreement, regardless of whether the Participant is working the Plan's Geographical Jurisdiction.

Accordingly, the Trustees have amended the SPD, effective February 23, 2020 by deleting Section H to Article IV and replacing it with the following:

H. What If I Leave Before I Retire?

If you do not engage in any work within the trade jurisdiction as defined in the current Constitution and Ritual of the International Association of Sheet Metal, Air, Rail, and Transportation Workers and/or the applicable collective bargaining agreement within the Geographical Jurisdiction of the Union, and you have no right to any other form of benefit under the Plan, and if no Employer Contributions, including those received pursuant to a reciprocity agreement, are made on your behalf for a period of twelve (12) consecutive months prior to the date of your application for such benefit, you are entitled to the full value of your Participant Account as a Termination Benefit.

Work performed by an employee of the City of Cleveland or an employee of Cuyahoga County, Ohio will not be considered employment within the trade jurisdiction as defined in the current Constitution and Ritual of the International Association of Sheet Metal, Air, Rail, and Transportation Workers and/or the applicable collective bargaining agreement within the Geographical Jurisdiction of the Union, and participants working as

employees of the City of Cleveland or Cuyahoga County may still receive a Termination Benefit from the Plan. Work performed under the collective bargaining agreement of another local union after you transfer your membership to such local union will also not be considered employment within the trade jurisdiction as defined in the current Constitution and Ritual of the International Association of Sheet Metal, Air, Rail, and Transportation Workers and/or the applicable Collective Bargaining Agreement within the Geographical Jurisdiction of the Union, and such participants who transfer their membership may still receive a Termination Benefit from the Plan. For purposes of the Plan, "Geographical Jurisdiction of the Union" shall mean the states of Ohio, Michigan, Pennsylvania, West Virginia and the remainder of any Standard Metropolitan Statistical Area (SMSA) which falls in part in states adjacent to Ohio, Michigan, Pennsylvania, and West Virginia.

If the value of your Participant Account exceeds \$1,000.00 and the account balance is immediately distributable, you and your Spouse (or your or your Spouse's survivor) must consent to any distribution of such account balance. However, if the value of your account does not exceed \$1,000.00, that amount may, at the sole discretion of the Trustees, be immediately distributable if no Employer Contributions, including those received pursuant to a reciprocity agreement, are made on your behalf for a period of twelve (12) consecutive months.

III. CHANGE TO REQUIRED MINIMUM DISTRIBUTION AGE

When you reach a certain age, if you are yet to begin receiving benefits from your Credit Account, you are required to do so under federal law. These are called Required Minimum Distributions. Previously, you were required to begin receiving payments on April 1 of the year after you turned 70 ½. A law was recently passed increasing the age to 72. Accordingly, now you are not required to start receiving retirement payments until April 1 of the year after you turn 72.

Accordingly, the Trustees have amended the SPD, effective April 2, 2020 by deleting Section B of Article IV and replacing it with the following:

B. How Long May I Leave Money in My Credit Account?

You may leave the money in your Credit Account until you reach your Required Beginning Date. Your Required Beginning Date is April 1st of the calendar year following the later of: (a) the calendar year in which you reach age 72, or (b) the calendar year in which you Retire.

IV. ADDITION OF HARDSHIP DISTRIBUTIONS FOR THE BIRTH OR ADOPTION OF A CHILD

In December 2019, Congress passed the Setting Every Community Up for Retirement Enhancement Act ("the SECURE Act"), which gave retirement plans the ability to allow Participants to take hardship withdrawals for the birth or adoption of a Child. Such distributions are limited to \$5,000 and must be taken within one year of the birth or finalization of the adoption of the Child. The Trustees have amended the Plan to allow for this distribution. This amendment was not required, and the Trustees reserve the right to remove it any time.

Accordingly, the Trustees have amended the SPD, effective February 23, 2020 by deleting Section D of Article IX in its entirety and replacing it with the following:

D. What Are Valid Reasons to Obtain A Hardship Withdrawal?

The determination of the existence of financial hardship and the amount required to meet the need created will be made on a uniform and nondiscriminatory basis by the Trustees based on the standards set forth herein and considering all relevant facts and circumstances. The Trustees in their discretion may permit hardship withdrawals with respect to only the following:

1. Medical expenses incurred by you, your spouse or dependents to the extent not subject to reimbursement through insurance or other coverage;
2. Major uninsured casualty losses;
3. Threatened eviction from or foreclosure on your primary residence;
4. Funeral and related expenses arising out of a death in your immediate family, including but not limited to your spouse, children, parents, or grandparents;
5. Costs directly related to the purchase of a principal residence for you (excluding mortgage payments);
6. Payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for the employee, or the employee's Spouse, children, or dependents;
7. For the birth or adoption of your Child, limited to \$5,000 in the aggregate and must be made within one year of your Child's birth or the finalization of your Child's adoption; or
8. Any other immediate and heavy financial need as determined by the Trustees in their sole discretion, but not limited to the following:
 - a. Payment of utility bills if more than one month past due;
 - b. Payment on a loan for a vehicle necessary for work if more than one month past due and to avoid repossession of the vehicle (such distributions are limited to \$5,000.00 after taxes and penalties);
 - c. Payments necessary to purchase a reliable vehicle necessary for work (such distributions are limited to \$5,000.00 after taxes and penalties);
 - d. Payments necessary to repair a vehicle necessary for work (such distributions are limited to \$5,000.00 after taxes and penalties);
 - e. Payments for necessary home repairs;
 - f. Payment of credit card bills more than one month past due as the result of a reduction in the Participant's income;
 - g. Payment of self-pay rates under the Participant's applicable Union Health Plan. Hardship withdrawals made pursuant to this subsection (g) are not subject to the limitations set forth in subsection (C) above; and

- h. Payments necessary to alleviate an immediate and heavy financial need that occurs as a result of identity theft as long as a police report is filed related to the theft.

The decision of the Trustees whether to permit a hardship withdrawal shall be final, binding and conclusive.

The Trustees reserve the right to (a) add to, modify or change the terms or conditions for hardship withdrawals or (b) eliminate hardship withdrawals from the Plan at their sole discretion at any time and for any reason and such decision shall be final and binding.

V. CONCLUSION

As stated in the Introduction, this Summary Description should be read in conjunction with the SPD. Information contained in this Summary Description supersedes what is contained in the SPD. However, this Summary Description changes only the provisions to which it specifically refers and no other provisions in the SPD have been materially modified.

The Board of Trustees