

2017
SUMMARY PLAN DESCRIPTION
STEELWORKERS WESTERN
INDEPENDENT SHOPS PENSION PLAN

(For ATI Oremet Employees)

Dear Member:

This booklet describes the main features of the Steelworkers Western Independent Shops Pension Plan (the “Plan”).

The Pension Plan is designed to provide you with the advantages of a sound pension program that once were available only to workers at giant corporations. The pooling of resources within the Plan’s trust fund arrangement curtails many troublesome and costly administrative responsibilities connected with a pension program.

Just as the trust fund concept provides a vehicle for other programs such as hospital, medical, surgical, dental, life insurance and time loss, this Plan provides you the best for the least because it pools workers from various employers into one master group. The trust fund has the mass group purchasing power resulting from the stability of a large number of members and a wide scope of employers.

The highlights of the Plan and its many advantages are explained on these pages. Such advantages as portability, vesting, early retirement, disability and other aspects are covered. The Plan is intended to meet all the requirements under the Employee Retirement Income Security Act of 1974 (“ERISA”) for your protection.

We know you will join with us in working towards the funding for this benefit in order to assist you in your financially secure retirement.

Sincerely yours,

Gaylan Prescott
Jeanette Stump

Pamela Kan
Mark Schuessler

Board of Trustees
Steelworkers Western
Independent Shops Pension Plan

**STEELWORKERS WESTERN
INDEPENDENT SHOPS PENSION PLAN**

The Trustees of the Steelworkers Western Independent Shops Pension Plan (the “Plan”) amended and restated the Plan as of October 1, 2014. This summary is to provide you with an updated description of the Plan’s provisions, effective January 1, 2017.

The Plan is designed to provide retirement security in these days of increased living costs by supplementing your retirement income from Social Security, individual savings and insurance.

The Plan is of the type known as a “defined benefit pension plan.” Under this Plan, benefits are provided from a general pension fund to which annual contributions are made. The amount of your benefit is calculated in accordance with a formula set forth in the Plan, which is based on various factors.

Benefits from the Plan are intended primarily for your support and maintenance after retirement. For this reason, benefits may not be assigned and are generally not subject to garnishment, attachment or other legal process of creditors, except from a federal tax levy or as provided in a domestic relations order that complies with special requirements under federal law.

Every effort has been made to design the Plan with permanency in mind. No amendment may reduce your Vested benefits under the Plan or divert Plan funds to any purpose other than for the exclusive benefit of you and your beneficiaries.

The following pages present a summary description of the Plan’s provisions, and contain general information regarding your rights as a Plan participant. We urge you to read this booklet carefully and to keep it for future reference.

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DEFINITIONS

There are technical terms used in this booklet. To help you understand the Plan's provisions, you should review the definitions of these terms.

Accrued Benefit means the portion of your future retirement benefit under the Plan that you have earned at a particular time. This amount is determined in part by the number of Benefit Accrual Units that have been credited to you.

Administrator means the Joint Board of Trustees, Steelworkers Western Independent Shops Pension Plan.

Beneficiary means a person designated by a Participant who may become eligible to receive (or who is receiving) benefits under the Plan, as the result of the death of a Participant.

Benefit Accrual Units means the calculation of certain credits to determine your entitlement to and the amount of benefits due you under the Plan, as described in the section of this booklet entitled "RETIREMENT BENEFITS."

Break in Service means a Plan Year in which you are credited with not more than 450 Hours of Service. Periods that you are on active duty in the Armed Forces or are receiving a Total and Permanent Disability Benefit shall not be taken into consideration for purposes of determining whether a Break in Service has occurred.

Covered Employee means any Employee whose employment provides the basis for contributions to the Plan.

Covered Service means service with an Employer as a Covered Employee.

Employee means any person who is a common-law employee of an Employer, other than a leased employee as defined under section 414(n)(2) of the Internal Revenue Code.

Employer means ATI Oremet, who has agreed to make contributions to the Fund and agreed to be bound by the terms of the Trust Agreement, subject to acceptance by the Trustees. Participants and Beneficiaries may obtain a complete list of other Employers sponsoring the Plan upon written request to the Plan Administrator. Such list will be available for inspection at the locations indicated in the section "STATEMENT OF RIGHTS."

Hour of Service means each hour of Covered Service and each hour of non-Covered Service which immediately precedes or immediately follows a period of Covered Service (provided you did not quit, retire or otherwise terminate employment between your period of Covered Service and non-Covered Service) for or which you are paid or entitled to payment by the Employer and certain companies related to the Employer. Hour of Service also means each hour for which you are directly or indirectly compensated by your Employer for non-working hours such as paid layoff, paid disability, etc. In addition, you will receive credit for certain maternity and paternity leaves of absence which begin on or after October 1, 1987, but solely for purposes of determining whether a "Break in Service" has occurred. In order to receive credit for a maternity or paternity leave of absence, you may be required to provide the Administrator

with whatever information the Administrator requests in order to verify the reasons that you were absent from work.

Joint and Survivor Annuity means a benefit in the form of monthly payments for life which terminate with the last monthly payment due on or immediately prior to the date of your death or the date of the death of your spouse, whichever is later. If you die before your spouse, monthly payments will continue to your spouse in an amount equal to an elected percentage of your monthly payment. The actual amount payable under this form will have a value equivalent to the benefit which would have been payable under the Life Annuity. Because a joint and survivor annuity provides a survivor benefit, however, the payments you receive during your lifetime will be less than what you would receive if your benefit were paid as a Life Annuity. Unless you specifically elect otherwise, with your spouse's written and notarized consent, your Plan benefit will be paid in the form of a 50% Joint and Survivor Annuity if you are married as of the date your benefit payments are to begin.

Life Annuity means a benefit in the form of monthly payments for your life which terminates with the last monthly payment due on or immediately prior to the date of your death. Under a Life Annuity, no death benefit is payable to your Beneficiary after you die.

Participant means any Employee who meets the requirements for participation in the Plan.

Plan means the Steelworkers Western Independent Shops Pension Plan.

Plan Identification Number means the three-digit number assigned to the Plan, which is 001. When requesting information from a governmental agency about the Plan, you should refer to the Plan by using the number 94-6172181/001. (The first portion identifies the Plan sponsor; the last three numbers identify the Plan.)

Plan Year means each twelve-month period beginning October 1 and ending on September 30.

Trust Agreement means the Trust Agreement of the United Steelworkers of America, AFL-CIO, and the Participating Employers in Contractual Relations with the Union for a Pension Plan, effective June 1, 1966, plus any amendments.

Trust Fund means the fund established under the Trust Agreement, consisting of all property held by the Trustees derived from Employer contributions and any increases or income attributable to the property of, and contributions made to, the Trust Fund.

Trustee means the trustee or trustees designated in the Trust Agreement and their successors in office. The following individuals are the current Trustees of the Plan:

Gaylan Prescott
United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy,
Allied Industrial and Service
Workers International Union
24437 Russell Road, Suite 205,
Kent, WA 98032

Jeanette Stump
United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy,
Allied Industrial and Service
Workers International Union
60 Blvd. of the Allies, 10th Floor
Pittsburgh, PA 15222

Mark Schuessler
Cascade Steel Rolling Mills
299 SW Clay Street, Suite 350,
Portland, Oregon 97201

Pamela Kan
Bishop-Wisecarver Corp.
2104 Martin Way
Pittsburg, CA 94565-5207

Union means the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO.

Vested means having a nonforfeitable right to receive a Plan benefit.

Vesting Credits means the calculation of certain credits to determine entitlement to benefits under the Plan.

Before Employer Contributes (before August 1, 1974)

You will earn one Vesting Credit for each twelve-month period of continuous employment with the Employer before the date the Employer first became bound to contribute to the Plan, but only if you earn at least one Vesting Credit while you are a Participant in the Plan.

After Employer Contributes (on or after August 1, 1974)

(i) Period of Employment prior to October 1, 1976:

You will earn one Vesting Credit (or fraction of a credit) for each twelve-month period of continuous employment (or fraction of a twelve-month period) after the date the Employer first became bound to contribute to the Plan but prior to October 1, 1976.

(ii) On or After October 1, 1976:

You will earn one Vesting Credit for each Plan Year beginning on or after October 1, 1976, in which you are credited with 1,000 or more Hours of Service. For each Plan Year in which you are credited with at least 450 but fewer than 1,000 Hours of Service, you will earn a fraction of a Vesting Credit equal to the number of Hours of Service credited divided by 1,000.

Loss of Vesting Credits

Vesting Credits may be disregarded because of Breaks in Service in the same manner as Benefit Accrual Units. See the discussion of disregarded service in the section entitled "ELIGIBILITY AND PARTICIPATION." You will, however, be credited with Vesting Credits for any period of time while you were employed by the Employer in a job not covered by the collective bargaining agreement.

Years of Service means the credit you receive before a Break in Service to determine whether you can keep or must lose such credit if you return to service after the Break.

Before Employer Contributes (before August 1, 1974)

For periods before the Employer first became bound to contribute to the Trust Fund, you will receive one Year of Service (for pre-Break purposes) for each 12-consecutive-month period of continuous employment with the Employer.

After Employer Contributes (on or after August 1, 1974)

(i) Period of Service prior to October 1, 1976:

For service after the Employer became bound to contribute to the Trust Fund, but prior to October 1, 1976, you will receive one Year of Service (for pre-Break in Service purposes) for each calendar year you earned at least $\frac{1}{4}$ Benefit Accrual Unit.

(ii) On or After October 1, 1976:

For service after October 1, 1976, you will receive one Year of Service (for pre-Break in Service purposes) for each Vesting Computation Period in which you are credited with 1000 or more Hours of Service. If you are credited with between 450 and 999 Hours of Service, you will receive credit for a fractional Year of Service; the fraction will equal the number of Hours of Service you complete, divided by 1000.

ELIGIBILITY AND PARTICIPATION

Eligibility

You become a Participant in the Plan on the date you commence employment with the Employer as a Covered Employee.

Categories and Participation

Active Participant — You become an Active Participant in the Plan on the date your Employer is first obligated to contribute to the Plan on your behalf.

Inactive Participant — If you are an Active Participant and leave Covered Service before you become Vested, you will become an Inactive Participant.

Inactive Employee — If you are an Inactive Participant, you will become an Inactive Employee when you incur a Break in Service.

Active Vested Participant — If you are an Active Participant, you will become an Active Vested Participant if you are credited with 5 or more Vesting Credits.

Inactive Vested Participant — If you are an Active Participant and leave Covered Service, you will become an Inactive Vested Participant if you are credited with 5 or more Vesting Credits. If you are an Inactive Participant, you may also become an Inactive Vested Participant if, after leaving Covered Service, you are employed in non-Covered Service with the same Employer and did not quit, retire or otherwise terminate employment between your period of Covered Service and non-Covered Service, and then become Vested.

Terminated Non-vested Employee — If you are an Active Participant or an Inactive Employee, you will become a Terminated Non-vested Employee when you incur 5 or more consecutive one-year Breaks in Service before you become Vested and the number of your consecutive one-year Breaks in Service equals or exceeds your Years of Service before the break. In such a case, your pre-break service and any pre-break Employer contributions required to be made on your behalf will be disregarded for all purposes under the Plan.

For example, if you have 4 Years of Service, terminate employment and return 6 years later, the first 4 years will not count towards your benefits or vesting under the Plan.

If, however, after incurring 5 or more consecutive one-year Breaks in Service, the number of your consecutive one-year Breaks in Service are less than your Years of Service, your pre-break and post-break service will be combined for eligibility and vesting purposes under the Plan. Pre-break and post-break Employer contributions made on your behalf will be added together for all purposes under the Plan.

Terminated Vested Participant — If you are an Active Vested Participant or an Inactive Vested Participant, you will become a Terminated Vested Participant on the last day of the Plan Year during which you incur your fifth consecutive one-year Break in Service unless you are disabled or eligible to receive pension benefits on that date.

Disabled Participant — If you become Totally and Permanently Disabled, and have met the other criteria set forth in the Plan, you will become a Disabled Participant and can elect to receive a Total and Permanent Disability Benefit.

Pensioner — You will become a Pensioner when you are eligible to retire and receive benefits under the terms of the Plan.

Break in Service After Vesting — If you incur five or more consecutive one-year Breaks in Service after becoming Vested, and are later rehired, you will resume participation immediately if you are rehired as a Covered Employee and all your service and Employer contributions required to be made on your behalf will be counted for all purposes under the Plan.

Termination of Participation upon Death — Your status as a Participant in the Plan automatically terminates upon your death and a death benefit may be payable as described in this booklet.

RETIREMENT BENEFITS

Benefit Formula

Your monthly benefit from the Plan is calculated differently depending on the date you retire. For monthly benefits calculated under paragraphs (i) and (ii) below, the pension will be calculated based on the average contribution rate in effect during the 60 month period of participation immediately preceding your Normal Retirement Date.

- (i) If you retired on or after October 1, 1976, and before October 1, 1982, your monthly benefit is calculated in accordance with the benefit formula contained in the October 1976 Summary Plan Description, a copy of which may be obtained from the Administrator.
- (ii) For Participants who retire on or after October 1, 1982, and who are not credited with at least one Hour of Service on or after October 1, 1983, the monthly pension amount is determined according to the normal pension benefit schedule below, subject to the maximum benefit formula amount.

<u>Five-Year Contribution Rate</u>		<u>Normal Monthly Pension Amount</u>	
<u>Hourly</u>	<u>Weekly</u>	<u>Per Each Benefit Accrual Unit</u>	<u>Maximum Monthly Pension</u>
5.0 ¢	\$2.00	\$2.00	\$60.00
7.5	3.00	3.00	90.00
10.0	4.00	4.00	120.00
12.5	5.00	5.00	150.00
15.0	6.00	6.00	180.00
17.5	7.00	7.00	210.00
20.0	8.00	8.00	240.00

For each additional 2.5¢ hourly contribution, the monthly benefit formula amount increases by \$1.00 for each Benefit Accrual Unit you earn and the maximum monthly pension increases by \$30.00.

- (iii) For Participants who perform at least one Hour of Service on or after October 1, 1983, and who retire on or after October 1, 1983, the monthly pension amount will be equal to sum of the monthly pension amount earned through September 30, 1983, determined according to the benefit schedule in (ii) above, but without the maximum monthly pension restriction, plus the following monthly pension amounts, if applicable:
 - (a) 3% of the Employer contributions required to be made to the Plan on behalf of a Participant for Hours of Service credited on or after October 1, 1983 but prior to June 1, 2000.
 - (b) 3.5% of the Employer contributions required to be made to the Plan on behalf of a Participant for Hours of Service credited on or after October 1, 1983 but prior to June 1, 2000.
 - (c) 1.19% of the Employer contributions required to be made to the Plan on behalf of a Participant for Hours of Service credited on or after October 1, 2003.

The amount of Employer contributions used to calculate the monthly pension amount for Hours of Service credited after September 30, 2005 may not exceed the contribution that an Employer would have been required to make to the Plan on behalf of the Participant for an Hour of Service credited on September 30, 2005.

Hours of Service credited after September 30, 2005 with an Employer that did not execute the Agreement for Additional Contributions to the Steelworkers Western Independent Shops Pension Trust will not be taken into account.

- (iv) For Participants employed with Oremet as of April 1, 1997 who have completed at least one Hour of Service as of April 1, 1997, the monthly pension amount will be equal to sum of the monthly pension amount earned to April 1, 1997, determined according to the benefit schedule in (ii) and (iii) above, but without the maximum monthly pension restriction, plus the following monthly pension amounts, if applicable:
 - (a) 3.25% of the Employer contributions required to be made to the Plan on behalf of a Participant for Hours of Service credited on or after April 1, 1997 but prior to October 1, 2003.
 - (b) 1.105% of the Employer contributions required to be made to the Plan on behalf of a Participant for Hours of Service credited on or after October 1, 2003.

The amount of Employer contributions used to calculate the monthly pension amount for Hours of Service credited after September 30, 2005 may not exceed the contribution that an Employer would have been required to make to the Plan on behalf of the Participant for an Hour of Service credited on September 30, 2005.

Hours of Service credited after September 30, 2005 with an Employer that did not execute the Agreement for Additional Contributions to the Steelworkers Western Independent Shops Pension Trust will not be taken into account.

Benefit Accrual Units for Service Before Your Employer First Began Contributing to the Plan (before August 1, 1974)

You will earn one Benefit Accrual Unit for each twelve-consecutive-month period of continuous employment from your most recent date of hire to the date the Employer first became bound to contribute to the Plan, provided you were a Covered Employee on that date.

However, if you were not employed on the date the Employer first became bound to contribute to the Plan, you will earn Benefit Accrual Units for prior service with the Employer if your absence on that date was due to:

- (i) service in the Armed Forces of the United States, provided you return to employment with the Employer within the re-employment period prescribed by law;
- (ii) authorized leave of absence, provided you return to service with the Employer within one year of the date the Employer first became bound to contribute to the Plan; or
- (iii) lay-off, provided you return to service with the Employer within one year of the date the Employer first became bound to contribute to the Plan.

Benefit Accrual Units for Service After the Date Your Employer First Began Contributing to the Plan (on or after August 1, 1974)

For service after the date the Employer first became bound to contribute to the Plan, Benefit Accrual Units will be credited based on the number of Hours of Service for which Employer contributions are made to the Fund on your behalf. Benefit Accrual Units are earned as follows:

For the Period prior to October 1, 1976:

<u>Hours in Plan Year for which contributions are made to the Plan</u>	<u>Fraction of Benefit Accrual Unit earned</u>
Fewer than 450	0
450 – 899	1/4
900 – 1349	1/2
1350 – 1799	3/4

For the Period Commencing October 1, 1976:

You will earn one Benefit Accrual Unit for each Plan Year during which you complete 1800 or more Hours of Covered Service. For each Plan Year in which you complete at least 450 but fewer than 1800 Hours of Covered Service, you will earn a fraction of one Benefit Accrual Unit. The fraction will equal the number of Hours of Covered Service you complete divided by 1800.

For the Period Commencing October 1, 1983:

Beginning October 1, 1983, your benefit will be earned based on a percentage of Employer contributions required to be made to the Plan on your behalf rather than by Hours of Covered Service, as explained in the previous section.

No Benefit Accrual Units will be earned during any period in which you are not a Covered Employee.

SUSPENSION OF RETIREMENT BENEFITS

If, after your Normal Retirement, you return to employment with an Employer who was contributing to the Plan at the time your benefit payments started (or at the time your benefit payments would have started if you had not remained in or returned to employment with the same Employer), the portion of your pension benefit that was accrued on or October 1, 2000 will be suspended for any month in which you complete 100 or more Hours of Service.

However, if when you return to employment, your employment qualifies as Covered Service, and your Employer was contributing to the Plan at the time your benefit payments started (or at the time your benefit payments would have started if you had not remained in or returned to employment in the same trade or craft in which you worked at any time while employed in Covered Service in the geographic area covered by the Plan), your entire pension benefit will be suspended for any month in which you complete 100 or more Hours of Service.

When you subsequently retire, your monthly benefit will be increased by any additional benefit you earn during your period of re-employment. The contribution level during your re-employment period will be used to compute the amount of the additional benefit accrued during your re-employment period only.

CONTRIBUTIONS

The Employer has agreed to make contributions to the Plan in accordance with the collective bargaining agreement currently in effect between the Union and the Employer. Employee contributions are not permitted.

NORMAL RETIREMENT BENEFIT**Normal Retirement Date**

You may retire and begin receiving your normal retirement benefit on your Normal Retirement Date. Your Normal Retirement Date is the first day of the month coincident with or immediately preceding your Normal Retirement Age.

Your Normal Retirement Age is the later of:

- (i) your 65th birthday, or
- (ii) the earlier of
 - (a) the date you earn 10 Benefit Accrual Units, at least one of which was earned while a Participant in the Plan,
 - (b) effective October 1, 1997, the date you have earned 5 or more Vesting Credits,
 - (c) the 10th anniversary of the date you began your participation in the Plan, or
 - (d) the 5th anniversary of the date you began your participation in the Plan (only counting service on or after October 1, 1988).

Alternatively, effective October 1, 1989, if *when you are still an Employee of ATI Oremet* your age added to the number of your Vesting Credits equals 75, then your Normal Retirement Date will be the first day of the month coinciding with or immediately preceding the date you satisfy these requirements. You cannot “age into” this benefit following termination of employment with ATI Oremet. If you have not satisfied these requirements when you terminate employment with ATI Oremet, you will not qualify for this benefit unless you subsequently return to employment with ATI Oremet, and satisfy these requirements while employed. The alternate Normal Retirement Date described in this paragraph is not used to calculate any other benefit available under the Plan, except for the deferred retirement benefit payable if you continue employment with ATI Oremet after satisfying these requirements.

Normal Retirement Benefit

Your monthly normal retirement benefit will be the amount calculated using the benefit formula described in the section entitled “RETIREMENT BENEFITS.” If you terminate employment on or after attaining your Normal Retirement Date, you will be 100% Vested in the value of your Accrued Benefit.

EARLY RETIREMENT BENEFIT

Early Retirement Date

You may choose to retire early and begin receiving an Early Retirement Benefit. This benefit is available if you terminate employment on or after the first day of the month coincident with or following the later of:

- (i) your 55th birthday;
- (ii) effective October 1, 1997, the date you have earned 5 or more Vesting Credits; or
- (iii) the date you earn 10 Benefit Accrual Units, at least one of which was earned while a Participant in the Plan.

If you are an Inactive Vested or a Terminated Vested Participant and have met the requirements of (ii) or (iii) above but have not attained age 55, you may elect to receive an Early Retirement Benefit when you attain age 55. Your election to receive an Early Retirement Benefit must be in writing.

Early Retirement Benefit

Your monthly Early Retirement Benefit will be the amount calculated using the benefit formula as of the date you elect to retire, reduced by ½ of one percent for each month by which your Early Retirement Date precedes your Normal Retirement Date. If you terminate employment on or after your Early Retirement Date, you will be 100% Vested in the value of your Accrued Benefit.

DEFERRED NORMAL RETIREMENT BENEFIT (TERMINATE EMPLOYMENT PRIOR TO NORMAL RETIREMENT DATE)

General Rule

If your employment is terminated for reasons other than death or Total and Permanent Disability, you will be entitled to a Deferred Normal Retirement Benefit if your employment terminates before you are eligible to receive a Normal Retirement Benefit and you have been credited with 5 or more Vesting Credits. The amount of your Deferred Normal Retirement Benefit will be the amount of your Normal Retirement Benefit as of the date payment of your Deferred Normal Retirement Benefit is to commence.

Time of Payment

Your Deferred Normal Retirement Benefit will be paid on the date you attain 65. However, you can elect in writing to have a reduced Deferred Normal Retirement Benefit commence at any time after you attain age 55. This reduction is intended to take into account the fact that your benefit will most likely be paid over a longer period of time than if payments begin when you attain age 65.

DEFERRED RETIREMENT (RETIRE AFTER NORMAL RETIREMENT DATE)

Deferred Retirement Date

If you continue working after your Normal Retirement Date, you may retire on any date you choose. Your deferred retirement benefit will commence on the first day of the month coincident with or subsequent to the date you retire. Benefit payments must start by April 1 after the year

you attain age 70½. This rule is effective as of January 1, 1990 for Participants whose employment is governed under the terms of a collective bargaining agreement ratified before March 1, 1986 and January 1, 1989 for all other Participants. In most cases, if you were 70½ before January 1, 1988 you can have your benefit payments delayed until April 1 of the year after you terminate employment.

Deferred Retirement Benefit

Your deferred retirement benefit will be the greater of your Accrued Benefit when you retire or the equivalent of what you would have received at your Normal Retirement Date.

TOTAL AND PERMANENT DISABILITY BENEFIT

Eligibility

You may elect to receive a Total and Permanent Disability Benefit if you meet all of the following requirements:

- (i) You have earned either 15 or more Benefit Accrual Units, at least one of which was earned while you were a Participant in the Plan or, effective October 1, 1985, you have been credited with 15 or more Vesting Credits.
- (ii) You have been continuously disabled for five months.
- (iii) You are not eligible for any benefit of greater value under the Plan.
- (iv) Your disability occurs before your termination of service.
- (v) The Trustees, in their sole and absolute discretion, determine on the basis of medical evidence that you are unable, as a result of bodily injury or disease, to engage in or perform the duties of your occupation or an occupation for which you are reasonably suited by reason of previous experience or for which you may be trained and which is permanent and continuous for the rest of your life.
- (vi) You substantiate your disability by competent medical proof (you may be required to submit to an examination by a physician or physicians selected by the Administrator). Proof of your disability may include, but is not necessarily limited to, a determination by the Social Security Administration that you are entitled to receive disability benefits under the Social Security Act or would have been entitled to Social Security disability benefits except for having insufficient quarters of coverage to be eligible for that benefit. In addition, you may be required to submit to reexamination periodically, as the Trustees may direct.

Commencement, Termination and Amount of Benefits

Your Total and Permanent Disability Benefit payments will begin on the first day of the month following the date you are determined to be Totally and Permanently Disabled. Payments will continue through the first day of the month preceding the earlier of:

- (i) the date of your death,
- (ii) the date the Trustees determine that you are no longer Totally and Permanently Disabled, or
- (iii) your Normal Retirement Date.

The amount of your monthly Total and Permanent Disability Benefit will be the amount calculated using the benefit formula described in the section entitled “RETIREMENT BENEFITS” as of the date your disability is determined to be total and permanent.

If you die while receiving a Total and Permanent Disability Benefit under the Plan, your surviving spouse may be entitled to a survivor benefit, described in the section entitled “DEATH BENEFITS.”

If you are not married and you recover from your disability on or after your Normal Retirement Date, your Total and Permanent Disability Benefit will be continued as a retirement benefit unless you elect an optional form of benefit.

If you are married and you recover from your disability on or after your Normal Retirement Date, your Total and Permanent Disability Benefit will be converted to a Joint and 50% Survivor Annuity unless you make a valid election to waive that form of benefit with your spouse’s notarized consent and to elect to receive an optional form of benefit.

Your benefit will equal the greater of your Normal Pension Benefit or the actuarial equivalent of the amount you were receiving as a monthly Total and Permanent Disability Benefit as long as you continue to be retired.

If your monthly Total and Permanent Disability Benefit ceases because the Trustees determine that you are no longer Totally and Permanently Disabled and you have not met the requirements for a Normal Retirement Benefit, but have met the requirements for an Early Retirement Benefit, you may elect an Early Retirement Benefit if you do not return to employment with the Employer. However, such Early Retirement Benefit will be reduced by the Total and Permanent Disability Benefit previously paid to you.

DEATH BENEFITS

Death On or After Benefits Scheduled to Begin

If you die on or after the date benefit payments are scheduled to be paid to you, the death benefits payable under the Plan, if any, are determined by the form of benefit payment you selected.

If you are receiving (or are scheduled to receive) a Joint and Survivor Annuity, your death benefit will be payable to your surviving spouse. The monthly amount of your spouse’s survivor benefit will depend on whether you selected (or were deemed to have selected) a 50%, 75%, or 100% survivor annuity. Under the Joint and Survivor Annuity, payments will continue to your spouse immediately after your death.

Generally, if you are receiving (or are scheduled to receive) a Single Life Annuity with guaranteed payments for a period certain 36, 60 or 120 months, and you die before that period ends, death benefits will be paid to your Beneficiary for the remainder of the period. Payments will continue to your Beneficiary immediately after your death.

If you are receiving (or are scheduled to receive) a Life Annuity or a Life Annuity with Social Security Adjustments, no death benefits will be paid on your behalf.

Death Before Benefits Scheduled to Begin

With Service After August 22, 1984: If you are a Pensioner, an Active Vested Participant, an Inactive Vested Participant, or a Terminated Vested Participant who was credited with an Hour of Service after August 22, 1984, and your death occurs before your benefits are scheduled to begin, your surviving spouse will automatically receive a Qualified Preretirement Survivor Annuity provided you have been married to each other for at least one year before your death.

Under the survivor annuity form of death benefit, if you die after the earliest date on which you could have elected to receive retirement benefits, your surviving spouse will be entitled to receive the same benefit that would be payable if you had retired on the day before your death with a Joint and Survivor Annuity. Effective October 1, 1989, the pre-retirement spouse's death benefit will be equal to the monthly benefit payable as a 100 percent Joint and Survivor Annuity. For example, suppose that you became eligible on July 1, 1990 for an Early Retirement Benefit in the form of a Joint and Survivor Annuity which would pay you \$200 per month for life and \$200 per month to your spouse for his or her life after your death. If, instead of retiring, you continued to be employed by the Employer, but died on July 2, 1990, your surviving spouse would receive a death benefit commencing August 1, 1990 equal to \$200 per month for his or her life.

If you die on or before the earliest date on which you could have elected to receive benefits under the Plan, your surviving spouse will receive the same benefit that would be payable assuming that you:

- (i) terminated employment on the date of your death or on the actual date of your termination; and
- (ii) survived to the earliest date that you could have elected to receive benefits under the Plan and retired with an immediate Joint and 100% Survivor Annuity; and
- (iii) died on the day after the earliest date your pension payments could have begun.

For example, suppose again that you would be eligible to elect an Early Retirement Benefit commencing July 1, 1990. If you die on May 1, 1989 and at that time have accrued a termination benefit which, commencing July 1, 1990, would pay you \$200 per month for life and \$200 per month to your spouse for his or her life after your death, then, under the survivor annuity form of benefit, your surviving spouse would be entitled to receive \$200 per month for life, commencing July 1, 1990.

Your surviving spouse can receive this death benefit on the earliest date on which you could have started receiving benefits. If that date is before you reach your Normal Retirement Date and the value of the death benefit exceeds \$5,000, the Administrator cannot start making death benefit payments without your spouse's written consent. If payments are deferred, the amounts ultimately paid will be actuarially adjusted to reflect the fact that payments will be made over a shorter period of time. If the value of the death benefit does not exceed \$5,000, it will automatically be paid to your surviving spouse as soon as practicable in a single lump sum payment. If, for some reason, a death benefit which is valued at \$5,000 or less is not paid until after the date benefit payments are scheduled to start, your spouse's consent will be required in the same manner as if the value of the benefit exceeded \$5,000 as explained above.

Generally, if the value of your benefit exceeds \$5,000, the survivor benefit may be distributed to your surviving spouse in any other benefit option offered under the Plan.

No Service After August 22, 1984: For rules relating to death benefits for Participants who have no service in the Plan after August 22, 1984, please refer to the October 1976 Summary Plan Description.

Death While Receiving a Total and Permanent Disability Benefit

If you die while receiving a Total and Permanent Disability Benefit under the Plan, your surviving spouse may be entitled to a survivor benefit.

If Total and Permanent Disability Benefit payments are stopped because of your death, and:

- (i) your Total and Permanent Disability Benefit commenced on or after the latest of:
 - (a) your Early Retirement Date;
 - (b) the first day of the 120th month before your Normal Retirement Date; or
 - (c) the date you began participating in the Plan; and
- (ii) you were married throughout the twelve-month period immediately preceding the date your Total and Permanent Disability Benefit began,

monthly payments will be continued to your spouse. The amount of the payments will be 50% of the amount you were receiving prior to your death. If you are credited with an Hour of Service after August 22, 1984, and your Total and Permanent Disability Benefit begins on or after October 1, 1987, your surviving spouse will automatically receive the survivor benefit if you die while receiving Total and Permanent Disability Benefits, provided you and your spouse were married to each other throughout the twelve-month period ending on the later of the date your Total and Permanent Disability Benefit began or the date of your death. If you marry within the twelve-month period prior to the date your Total and Permanent Disability Benefit begins, you must notify the Administrator when you have been married for a twelve-consecutive-month period.

RETIREMENT BENEFIT OPTIONS

Normal Form of Benefit Payments

The Plan provides for a number of benefit options. You should contact the Administrator well ahead of the time you actually expect to retire to review the various available options.

If you are unmarried, your retirement benefit will be paid as a Life Annuity unless you elect one of the other retirement benefit options no more than 90 days before benefit payments are scheduled to begin.

If you are married, your retirement benefit will be paid in the form of a 50% Joint and Survivor Annuity unless it is waived by you with your spouse's written and notarized consent no more than 90 days before your benefit payments are scheduled to begin. If you and your spouse waive the 50% Joint and Survivor Annuity, the waiver must indicate which retirement benefit option you have selected and, if you selected a Life Annuity with payments for a period certain, must designate who your Beneficiary is to be. You cannot change this election without your spouse's written and notarized consent unless you elect to receive a 50% Joint and Survivor Annuity. Your spouse's consent is irrevocable unless you revoke your election. Your spouse's written and notarized consent may not be necessary if you can prove to the Administrator that your spouse cannot be located, you are legally separated or have been legally abandoned and have a court order to that effect.

Optional Form of Benefit Payments

If you wish to elect a payment form other than the Life Annuity (or, if you are married, the 50% Joint and Survivor Annuity), you must make your election in writing on a form satisfactory to the Administrator. If your benefit is not paid on account of Total and Permanent Disability, you may elect any of the following optional benefit forms (all of which are equivalent to the benefit you would have received if you were paid in the form of a Life Annuity):

100% Joint and Survivor Annuity: The 100% Joint and Survivor Annuity is the same as the 50% Joint and Survivor Annuity described in the definition of Joint and Survivor Annuity in this booklet except that your lifetime pension is reduced to reflect the fact that the monthly payments to your surviving spouse will equal 100%, rather than 50%, of the monthly pension you receive under the option selected.

75% Joint and Survivor Annuity: The 75% Joint and Survivor Annuity is the same as the 50% Joint and Survivor Annuity described in the definition of Joint and Survivor Annuity in this booklet except that your lifetime pension is reduced to reflect the fact that the monthly payments to your surviving spouse will equal 75%, rather than 50%, of the monthly pension you receive under the option selected.

Life Annuity: This form provides monthly payments for your lifetime, and is the automatic form of benefit for any Participant who is not married when benefit payments begin. If you are married and make a valid election to receive a Life Annuity instead of a Joint and Survivor Annuity, no payments will continue after your death.

Life Annuity with Payments Guaranteed for 36, 60 or 120 Months: This form provides monthly payments for your lifetime, with a minimum number of 36, 60 or 120 payments guaranteed. You will designate the number of guaranteed payments you want at the time you choose this option. If you die before receiving the guaranteed minimum number of payments, your Beneficiary will receive the remaining payments. The smaller the minimum number of payments, the larger the monthly benefit.

Life Annuity with Social Security Adjustment: This form is available if your benefits begin before you attain age 65. It provides monthly payments for your lifetime. However, larger amounts are paid before you attain age 65, and smaller amounts thereafter. The object is to provide a level monthly income when the Plan benefit is combined with Social Security payments. No payments will continue after death.

If your Vested benefit is less than or equal to \$5,000 at the time you are entitled to a benefit payment, the annuity options described above are not available and your benefit will be paid in a single lump sum.

Special Rule

Even if you have not been credited with an Hour of Service or an hour of paid leave after August 22, 1984, your benefit may be paid in the form of a Joint and Survivor Annuity under certain circumstances. However, you may elect to have your benefits paid in a form other than a Joint and Survivor Annuity. This election may be made, but only with your spouse's consent, at any time during the period beginning nine months before your Qualified Early Retirement Date and ending on the date your benefits commence.

If you were not credited with any Hours of Service after 1975 and if payment of your retirement benefit has not commenced, you may elect to have your benefits paid in the form of a Joint and Survivor Annuity or an Early Survivor Annuity under this special rule. This election may be made at any time before payment of your retirement benefit commences.

If your benefit is paid on account of your Total and Permanent Disability, your benefit will be paid in the form of a Life Annuity if you are not married on the date your Total and Permanent Disability Benefits are scheduled to commence. If you are married on that date your benefit will be paid in the form of a Joint and Survivor Annuity, unless you elect to receive your benefit in the form of a Life Annuity and you obtain your spouse's written and notarized consent. Please refer to the following section for a more detailed explanation of the Plan's consent requirements. If you and your spouse do not remain married for at least one year, your spouse will forfeit any survivor benefits he or she may otherwise have been entitled to receive. If this is the case, there will be no adjustment for benefits previously paid to you.

Please contact the Administrator's office if you believe any of the provisions of this "Special Rule" apply to you.

Consent Required

You must consent in writing to any distribution which is to be made before your Normal Retirement Date. If you terminated employment and do not consent to a distribution, your Plan benefits will automatically be paid to you as of your Normal Retirement Date if later.

Your consent must be given within the 90 day period immediately before distributions are scheduled to begin. However, no consent is valid unless it is made after you receive a general description of the Plan's benefit payment rules from the Administrator, which must be provided to you between 30 and 90 days before distributions are first scheduled to commence. Distribution of your benefit in a form other than a Qualified Joint and Survivor Annuity may begin less than 30 days (but not less than 7 days) after you receive the general description from the Administrator under certain circumstances. Please contact the Administrator's office if you would like more information.

If you are married and you want to receive your benefit in a form other than a Joint and Survivor Annuity, your spouse's written and notarized consent to the time of distribution is also required. Your spouse's consent may not be necessary if you can prove to the Administrator that your spouse cannot be located, you are legally separated, or you have been legally abandoned and have a court order to that effect.

Form of Benefits for Participants who Return to Plan After Their Normal Retirement Date

If you were receiving benefits (or were scheduled to receive benefits) on or after your Normal Retirement Date and you recommence participation in the Plan, all future benefits will be paid in the same form you initially selected.

COLLECTIVE BARGAINING AGREEMENT

The collective bargaining agreements in effect between the Employers and the Union contain provisions relevant to this Plan. You may make a written request to obtain copies of the agreements at the Union office. They are also available for inspection at the locations listed in the section "STATEMENT OF RIGHTS."

In addition, you and your Beneficiaries may obtain and examine a complete list of the Employers and employee organizations sponsoring the Plan upon written request to the Administrator. You and your Beneficiaries may also receive from the Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and such sponsor's address.

PLAN ADMINISTRATION

The Administrator establishes reasonable rules and procedures for administration of the Plan, has the sole right and discretionary authority to interpret and reconcile any question or dispute arising under the Plan, and is responsible for control over and management of the assets of the Plan.

The records associated with the Plan are maintained on a Plan Year basis. A report detailing the transactions which have occurred within the Trust Fund will be prepared at least annually. Each year you will receive a summary of this report.

LOSS OF BENEFITS

Conditions which could disqualify you or your Beneficiary from receiving anticipated benefits under the Plan are as follows:

- (i) If you terminate your employment before you earn 5 Vesting Credits.
- (ii) If you become Totally and Permanently Disabled before you are eligible for a Total and Permanent Disability Benefit under the Plan (unless you are on a paid disability leave, in which case you may earn additional Vesting Credits).
- (iii) If you die before receiving any benefits under the Plan and did not satisfy the requirements for a survivor annuity, or if you die after retirement and did not elect a benefit form which provides a survivor annuity or other death benefit.
- (iv) If you fail to submit a written claim to the Administrator for payment of benefits.
- (v) If you fail to appeal the denial of a claim within 60 days after receipt of the written notice of the denial.
- (vi) If the Employer stops making contributions to the Plan.
- (vii) If the Plan terminates and there is not enough money in the fund to provide full benefits. However, benefits may be provided by the Pension Benefit Guaranty Corporation, subject to certain limitations on maximum benefits.

AMENDMENT AND TERMINATION OF THE PLAN

The Trustees have the authority to amend the Plan at any time. In the event the Plan is terminated, any benefits you may have accumulated up to that time will become non-forfeitable, and Plan funds accumulated up to the date of termination will be used to provide you with benefits to the extent permitted by the amount then available in the Trust Fund.

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (the "PBGC"), a federal insurance agency. The Plan is a multiemployer plan, which is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask the Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

CLAIMS PROCEDURES

Submitting a Claim

Generally, before you may receive any payment under the Plan, a written claim for the benefit and election of the form of payment under which the benefit is to be paid must be filed with the Administrator. You should request the appropriate forms from the Administrator well in advance of the time benefits are to commence.

Denial of a Non-Total and Permanent Disability Benefit Claim

Any denial of a non-Total and Permanent Disability Benefit claim will be explained in writing and will include:

- the specific reason for the denial,
- a reference to the Plan provision(s) upon which the denial was based,
- a description of any additional information you might be required to provide and an explanation of why it is needed,
- an explanation of the Plan's claim review procedure, and
- a statement regarding your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal.

Usually, you will receive notice of denial within 90 days from the date your claim is filed. In some special cases, however, more than 90 days may be required to make a decision. If this occurs, you will be notified. This should not require more than an additional 90 days. If you do not hear anything by the end of the 90 or 180-day period, you may file suit in court.

Denial of a Total and Permanent Disability Benefit Claim

If your Total and Permanent Disability Benefit claim is denied in whole or in part, the Administrator will provide you with a notice of the adverse determination that includes the following information:

- the specific reason or reasons for the adverse determination;
- reference to the specific Plan provision(s) on which the determination is based;
- a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;
- a description of the Plan's appeal procedure and the time limits applicable to such procedures;
- a statement regarding your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal;
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request; and
- If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

The notice of adverse determination will be provided to you by the Administrator within 45 days of the Plan's receipt of your claim, unless circumstances beyond the control of the Plan require an extension of time. If an extension is required, you will be given written notice of the extension prior to the termination of the initial 45-day period. The extension will not exceed 30 days from the end of the initial period (i.e., 75 days from the date the Plan initially received the claim). If, at the end of the first extension period, a second extension of time is necessary due to matters beyond the control of the Plan, written notice of the extension will be furnished to you prior to the end of the first 30-day extension period. The second extension will not exceed 30 days from the end of the first extension period (i.e., 105 days from the date the Plan initially received the claim).

If an extension is necessary because you failed to provide information necessary to decide your Total and Permanent Disability Benefit claim, your written notice of the extension will specifically describe the required information. The time period for making a Total and Permanent Disability Benefit decision will also be suspended until the earlier of the Plan's receipt of all the requested information or the date established by the Plan for the furnishing of the information (45 days or other longer period specified in the Plan's notice). A decision will be made on your claim within 30 days after you respond to the request for additional information or within 30 days after the end of the deadline given to provide additional information, whichever is earlier.

Appeals of Denied Benefit Claims

You, your Beneficiary, or a duly authorized representative may appeal any denial of a benefit claim by filing a written request with the Administrator. You must do this within 60 days (180 days for a Total and Permanent Disability Benefit claim). The review and decision should be made by the Administrator within 60 days (45 days for a Total and Permanent Disability Benefit claim). Again, in some special cases, more time may be needed; and if so, you will be notified. This special review should not require more than an additional 60 days (45 days for a Total and Permanent Disability Benefit claim).

If you choose to pursue an appeal of the denial of your benefit claim the Trustees will take into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial benefit determination. In addition, you will have the opportunity to submit written comments, documents, records, and other information relating to your claim to the Trustees, and to request reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits free of charge. You do not have the right to appear before the Trustees personally. The Trustees may authorize a hearing if they determine that a hearing would be of assistance in their deliberation.

In addition, if your appeal is from a denial of a Total and Permanent Disability Benefit claim:

- The appeal will be conducted by a named fiduciary who is neither the individual who made the initial adverse determination, nor the subordinate of such individual;
- If the denial is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the named fiduciary will consult with a health care professional who has the appropriate training and experience in the field of medicine involved in the medical judgment;
- The health care professional consulted on appeal will not be the individual consulted in connection with the initial denial nor the subordinate of any such individual; and
- You may request the identification of any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial denial, without regard to whether the advice was relied upon in making the benefit determination.

If the Administrator denies your benefit claim appeal, the Administrator will provide you with a notice of the adverse determination that includes the following information:

- the specific reason or reasons for the adverse determination;
- a reference to the specific Plan provisions on which the benefit determination is based;
- a statement regarding your entitlement to request, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits;
- a statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures; and
- a statement of your right to bring an action under section 502(a) of ERISA.

If your appeal is from a denial of a Total and Permanent Disability Benefit claim, the notice will also include the following information:

- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request; and
- if the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

If the Trustees decide benefit claims at quarterly Trustee meetings, the Trustees will notify you of their determination on appeal as soon as possible, but not later than 5 days after the next regularly scheduled Trustee meeting, unless the appeal is filed less than 30 days before that meeting. In such case, the Trustees will notify you of their determination on appeal no later than 5 days after the second Trustee meeting following the Plan's receipt of the appeal. If special circumstances require a further extension of time for processing, the Trustees will notify you of their determination no later than 5 days after the third meeting of the Trustees following the Plan's receipt of the appeal. The Trustees will provide you with a written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension.

QUALIFIED DOMESTIC RELATIONS ORDERS

You will be notified if the Plan receives an order from a domestic relations court relating to the payment of all or a portion of your benefits under the Plan to your spouse, former spouse, child or other dependent. No legal action may be commenced with respect to any such court order

until the order has been submitted to the Administrator for a determination as to whether the order satisfies the requirements of federal law, the Administrator has actually made a determination as to the “qualified” status of the order, and all administrative remedies established by the Administrator have been followed with respect to the review of the order. You may request a copy of the Plan’s procedures regarding qualified domestic relations orders by contacting the Administrator.

STATEMENT OF RIGHTS

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

- (i) You are entitled to examine (without charge) at the Administrator’s office and certain other locations, work sites and union halls, all Plan documents including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and plan descriptions.

Such documents are available for inspection at the following street address:

BeneSys Administrators
7180 Koll Center Parkway
Pleasanton, CA
925-208-9999

BeneSys Administrators is a “contract administrator” retained by the Administrator to assist in the administration of the Plan. Any request for information concerning the Plan should be directed to BeneSys Administrators.

- (ii) You are entitled to obtain copies of all Plan documents and other Plan information upon written request to the Administrator. The Administrator may make a reasonable charge for copies, but is required to furnish the documents within 30 days.
- (iii) You are entitled to receive a summary of the Plan’s annual financial report. The Administrator is required by law to furnish each Participant with a copy of the summary financial report.
- (iv) You are entitled to receive, once each year:
 - (a) a statement of the total retirement benefits accrued on your behalf;
 - (b) a statement of your Vested benefits, if any, or if you have not earned a Vested benefit, a statement indicating the earliest date on which your benefits will become Vested; and
 - (c) a statement informing you of the benefits you will lose if you die before a certain date.

A request for such information should be made in writing directed to the Administrator, and the statements must be provided free of charge.

- (v) You are entitled to file suit in a Federal court if any materials requested are not received within 30 days of your request, unless the materials were not sent because of matters beyond the control of the Administrator. The court may require the Administrator to pay up to \$110 for each day's delay until the materials are received.
- (vi) In addition to creating rights for Plan Participants, ERISA imposes obligations upon the persons who are responsible for the operation of the Plan. These persons are referred to as "fiduciaries" under the law. Fiduciaries must act solely in the interest of the Plan Participants, and they must exercise prudence in the performance of their Plan duties. Fiduciaries who violate ERISA may be removed and be required to make good any losses they have caused the Plan.
- (vii) The Employer may not fire you nor discriminate against you to prevent your obtaining a retirement benefit or exercising your rights under ERISA. In no event, however, will this summary or the Plan confer any rights of employment upon Plan Participants.
- (viii) If you are improperly denied a retirement benefit in full or in part, you have a right to file suit in a Federal or state 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 Plan fiduciaries are misusing the Plan's money, you have a right to file suit in a Federal court or request assistance from the U.S. Department of Labor. If you are successful in your lawsuit, the court may, if it so decides, require the other party to pay legal costs, including attorneys' fees. Any legal process connected with such a suit should be directed to:

BeneSys Administrators
7180 Koll Center Parkway
Pleasanton, CA
925-208-9999

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

- (ix) If you have any questions about your Plan, you should contact the 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 Administrator, you should contact the nearest Area 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.