

**AMENDMENT NO. SIX
TO THE STEELWORKERS WESTERN
INDEPENDENT SHOPS PENSION PLAN
(Amended and Restated Effective October 1, 2000)**

WHEREAS, Article XI of the Steelworkers Western Independent Shops Pension Plan (the "Plan") provides that the Plan provisions may be amended by an instrument in writing executed by the Trustees so long as such amendment does not enlarge the obligations undertaken by the parties to a Collective Bargaining Agreement, except to the extent required by law; and

NOW THEREFORE, BE IT RESOLVED, that effective October 1, 2005, the Plan is amended as set forth below.

- Section 4.3(d) of the Plan is amended in its entirety to read as follows:
 - (d) For Plan Years beginning after September 30, 1983, the normal monthly pension amount will be the sum of:
 - (i) The normal monthly pension amount earned to October 1, 1983 calculated under subparagraph (c); and
 - (ii) An amount equal to three percent (3%) of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of service credited between October 1, 1983 and May 30, 2000; and
 - (iii) An amount equal to three percent (3.5%) of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of service credited between June 1, 2000 and September 30, 2003; and
 - (iv) An amount equal to 1.19% of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of service credited after September 30, 2003.

Notwithstanding any provision of the Plan to the contrary, any Employer contributions required to be made to the Plan on behalf of the Participant for Hours of Service credited after September 30, 2005 in an amount that is directly attributable to a rate of Employer contributions that is greater than the rate of Employer contributions required on September 30, 2005 will not be used to determine the normal monthly pension amount under this Section 4.3(d).

Notwithstanding any provision of the Plan to the contrary, a Participant's normal monthly pension amount shall not be based on any 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.

- Section 4.3(e) of the Plan is amended in its entirety to read as follows:
 - (e) 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 normal monthly pension amount will be calculated as follows beginning effective April 1, 1997: the normal monthly pension amount will be the sum of:
 - (i) The normal monthly pension amount earned to April 1, 1997 calculated under subparagraphs (c) and (d); and
 - (ii) An amount equal to three and one-quarter percent (3.25%) of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of Service credited between April 1, 1997 and September 30, 2003; and
 - (iii) An amount equal to 1.105% of Employer contributions required to be made to the Plan on behalf of the Participant for Hours of Service credited after September 30, 2003.

Notwithstanding any provision of the Plan to the contrary, any Employer contributions required to be made to the Plan on behalf of the Participant for Hours of Service credited after September 30, 2005 in an amount that is directly attributable to a rate of Employer contributions that is greater than the rate of Employer contributions required on September 30, 2005 will not be used to determine the normal monthly pension amount under this Section 4.3(e).

Notwithstanding any provision of the Plan to the contrary, a Participant's normal monthly pension amount shall not be based on any 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.

- Section 14.9(c) of the Plan is amended in its entirety to read as follows:
 - (c) Disregarded Service.

The following Benefit Accrual Units shall be disregarded for benefit accrual purposes:

 - (i) Benefit Accrual Units earned prior to a period of consecutive one-year Breaks in Service shall not be counted if the Employee does not have any nonforfeitable interest under the Plan attributable to an Accrued Benefit derived from Employer contributions and the

number of the Employee's consecutive one-year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of his Benefit Units earned prior to such Break. In applying the rules of this subparagraph, if any Benefit Accrual Units are disregarded by reason of any earlier one-year Break in Service, such Benefit Accrual Units shall not be aggregated when determining whether Benefit Accrual Units are to be disregarded by reason of a subsequent Break in Service.

- (ii) Benefit Accrual Units which were disregarded under the Break in Service rules contained in the Cascade Plan.
- (iii) Benefit Accrual Units (or fractions thereof) earned during any period the Employee is employed in a job classification not covered by the terms of the Collective Bargaining Agreement.
- (iv) Benefit Accrual Units (or fractions thereof) earned during any period the Employee is employed on or after October 1, 2005 by a Employer that did not execute the Agreement for Additional Contributions to the Steelworkers Western Independent Shops Pension Trust.

IN WITNESS WHEREOF, the undersigned Trustees have executed this Amendment No. Six to the Plan as of this 2 day of September, 2005.

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number of the Employee's consecutive one-year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of his Benefit Units earned prior to such Break. In applying the rules of this subparagraph, if any Benefit Accrual Units are disregarded by reason of any earlier one-year Break in Service, such Benefit Accrual Units shall not be aggregated when determining whether Benefit Accrual Units are to be disregarded by reason of a subsequent Break in Service.

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- (iii) Benefit Accrual Units (or fractions thereof) earned during any period the Employee is employed in a job classification not covered by the terms of the Collective Bargaining Agreement.
- (iv) Benefit Accrual Units (or fractions thereof) earned during any period the Employee is employed on or after October 1, 2005 by a Employer that did not execute the Agreement for Additional Contributions to the Steelworkers Western Independent Shops Pension Trust.

IN WITNESS WHEREOF, the undersigned Trustees have executed this Amendment No. Six to the Plan as of this 14th day of September, 2005.

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Royce Valenzuela

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number of the Employee's consecutive one-year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of his Benefit Units earned prior to such Break. In applying the rules of this subparagraph, if any Benefit Accrual Units are disregarded by reason of any earlier one-year Break in Service, such Benefit Accrual Units shall not be aggregated when determining whether Benefit Accrual Units are to be disregarded by reason of a subsequent Break in Service.

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- (iv) Benefit Accrual Units (or fractions thereof) earned during any period the Employee is employed on or after October 1, 2005 by a Employer that did not execute the Agreement for Additional Contributions to the Steelworkers Western Independent Shops Pension Trust.

IN WITNESS WHEREOF, the undersigned Trustees have executed this Amendment No. Six to the Plan as of this 9 day of September, 2005.

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