

2017
SUMMARY PLAN DESCRIPTION

STEELWORKERS WESTERN
INDEPENDENT SHOPS PENSION PLAN

(For Cascade Steel Rolling Mills, Inc. 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 Cascade Steel Rolling Mills, Inc. Pension Plan (the “Cascade Plan”) was merged into the Plan effective January 1, 1995. For information regarding provisions of the Cascade Plan, please see the summary plan descriptions for the Cascade Plan issued prior to January 1, 1995.

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 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.

TABLE OF CONTENTS

	<u>Page</u>
DEFINITIONS.....	1
ELIGIBILITY AND PARTICIPATION	4
RETIREMENT BENEFITS.....	5
SUSPENSION OF RETIREMENT BENEFITS	7
CONTRIBUTIONS	8
NORMAL RETIREMENT BENEFIT	8
EARLY RETIREMENT BENEFIT	9
DEFERRED RETIREMENT BENEFIT	9
TERMINATION BENEFIT	9
TOTAL AND PERMANENT DISABILITY BENEFIT	11
DEATH BENEFIT.....	12
RETIREMENT BENEFIT OPTIONS.....	14
COLLECTIVE BARGAINING AGREEMENT.....	16
PLAN ADMINISTRATION	16
LOSS OF BENEFITS	17
AMENDMENT AND TERMINATION OF THE PLAN.....	17
CLAIMS PROCEDURES	18
QUALIFIED DOMESTIC RELATIONS ORDERS.....	21
STATEMENT OF RIGHTS	22

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 less than 435 Hours of Service. If you had five or more Vesting Credits and you were a Participant on October 28, 1985, a Break in Service means a Plan Year that you are credited with less than 450 Hours of Service (if the definition of "Hours of Service" in the Cascade Plan would prevent a break from occurring).

Collective Bargaining Agreement means the agreement dated June 4, 1975, between Cascade Steel Rolling Mills, Inc. and the United Steelworkers of America, AFL-CIO, and any amendment of this agreement or any successor agreement.

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 the Employer, other than a leased employee as defined under section 414(n)(2) of the Internal Revenue Code.

Employer means Cascade Rolling Mills, Inc. or its successors, and its divisions, affiliates, and subsidiaries which are making contributions to the Trust Fund pursuant to the provisions of this Plan. A complete list of other employers sponsoring the Plan may be obtained by Participants and Beneficiaries upon written request to the 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 work for which you are paid or entitled to payment by the Employer, and certain companies related to the Employer. Hour of Service also means hours for which you are entitled to back pay but only if that back pay is intended to compensate you for periods during which you would have been working for the Employer. If you are Totally and Permanently Disabled, you will receive credit for each hour of your disability up to 436

hours. In addition, you will receive credit for certain maternity and paternity leaves of absence which began on or after January 1, 1986, 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.

Special Definition for Participants with 5 or more Vesting Credits on October 28, 1985. There is a special Hour of Service definition which may apply to Participants with 5 or more Vesting Credits on October 28, 1985. The special hours of service definition provides Employees with service credit for:

- (a) each hour you are paid for work performed;
- (b) each hour you are paid for periods of no work (such as vacation, sick leave, and disability); and
- (c) each hour you are awarded back pay.

If you are receiving Total and Permanent Disability Benefits, you cannot receive more than 501 hours of service credit for any single period of disability.

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 the calendar year for all years prior to January 1, 1994. For the period from January 1, 1994 through September 30, 1994, Plan Year means the period from January 1, 1994 through September 30, 1994. After September 30, 1994, Plan Year means each twelve month period beginning on 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, and any amendments to it.

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 credits which are earned for Hours of Service performed.

ELIGIBILITY AND PARTICIPATION

Eligibility

You become a Participant in the Plan on the date you commence employment with your 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 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 required to be made on your behalf will be combined for benefit accrual 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 total monthly benefit is the sum of your monthly benefit, if any, for Hours of Service you earned on or after October 1, 2003 plus your monthly benefit, if any, for Hours of Service you earned before October 1, 2003, as calculated below.

Monthly Benefit for Hours of Service on or after October 1, 2003. Your monthly benefit from the Plan, for all Hours of Service you earn on or after October 1, 2003, is calculated by multiplying \$26.01 times the number of Benefit Accrual Units that you have earned beginning on October 1, 2003.

Monthly Benefit for Hours of Service before October 1, 2003. Your monthly benefit from the Plan for all Hours of Service worked before October 1, 2003, is calculated by multiplying the number of Benefit Accrual Units that you have earned before October 1, 2003 by the largest multiplier described below which applies to you at the time your benefit payments commence.

- (a) If your benefit payments commence on or after April 1, 2002, and you earned an Hour of Service between April 1, 2002 and September 30, 2003, your monthly benefit from the Plan is calculated by multiplying \$76.50 times the number of Benefit Accrual Units which you have earned.
- (b) If your benefit payments commence between April 1, 2001 and March 31, 2002, and you earned an Hour of Service on or after that date, your monthly benefit from the Plan is calculated by multiplying \$73.00 times the number of Benefit Accrual Units which you have earned. However, if you terminated employment prior to April 1, 2001, and later return to Covered Service, you must earn at least 1800 Hours of Service during one Plan Year after you return to Covered Service in order to qualify for the benefit multiplier set forth in this paragraph.

- (c) If your benefit payments commenced between April 1, 2000 and March 31, 2001, and you earned an Hour of Service on or after that date, your monthly benefit from the Plan is calculated by multiplying \$69.50 times the number of Benefit Accrual Units which you have earned.
- (d) If your benefit payments commenced between February 1, 1998 and March 31, 2000, and you earned an Hour of Service between those dates, your monthly benefit from the Plan is calculated by multiplying \$59.50 times the number of Benefit Accrual Units which you have earned.
- (e) If your benefit payments commenced between February 1, 1997 and January 31, 1998, and you earned an Hour of Service between those dates, your monthly benefit from the Plan is calculated by multiplying \$56.75 times the number of Benefit Accrual Units which you have earned.
- (f) If your benefit payments commenced between February 19, 1995 and January 31, 1997, and you earned an Hour of Service between those dates, your monthly benefit from the Plan is calculated by multiplying \$54.00 times the number of Benefit Accrual Units which you have earned.
- (g) If your benefit payments commenced between February 1, 1995 and February 18, 1996, and you earned an Hour of Service between those dates, your monthly benefit from the Plan is calculated by multiplying \$51.50 times the number of Benefit Accrual Units which you have earned.
- (h) If your benefit payments commenced between February 1, 1992 and January 31, 1995, and you earned an Hour of Service between those dates, your monthly benefit from the Plan is calculated by multiplying \$45.00 times the number of Benefit Accrual Units which you have earned.
- (i) If your benefit payments commenced between January 1, 1991 and January 31, 1992, and you earned an Hour of Service between those dates, your monthly benefit from the Plan is calculated by multiplying \$42.25 times the number of Benefit Accrual Units which you have earned.
- (j) If your benefit payments commenced between January 1, 1988 and December 31, 1990, and you earned an Hour of Service between those dates, your monthly benefit is calculated by multiplying \$35.75 times your number of Benefit Accrual Units.
- (k) To determine your monthly benefit prior to January 1, 1988, refer to the prior Summary Plan Description and Plan in effect during the relevant time period.

You earn Benefit Accrual Units as described below:

- (a) Before 1975. For each calendar month of employment with the Employer which you completed prior to 1975 (provided such employment was within the

jurisdictional boundary of the Union), you earned 1/12 of one Benefit Accrual Unit.

- (b) After 1974. For each calendar year beginning after 1974 during which you are credited with 1800 or more Hours of Service, you will earn one Benefit Accrual Unit. During each such year in which you are credited with at least 450 but less than 1800 Hours of Service, you will earn a fraction of one Benefit Accrual Unit equal to the number of Hours of Service credited for the period divided by 1800 and computed to two decimal places. For example, if during calendar year 2000 you were credited with 600 Hours of Service, you would have earned 0.33 (600/1800) of one Benefit Accrual Unit. Your first and last years of employment do not have to meet the 450 hour minimum requirement for earning a partial Benefit Accrual Unit.

Disregarded Service

Benefit Accrual Units which you have earned may be disregarded under the following circumstances:

- (a) If you incur five or more consecutive one-year Breaks in Service before you become Vested in any part of your Accrued Benefit (vesting is described on page 10) and the number of your consecutive one-year Breaks in Service equals or exceeds the number of your Benefit Accrual Units before the break, the Benefit Accrual Units which you earned prior to the break will be disregarded in calculating your benefit. If any Benefit Accrual Units are disregarded by reason of an earlier one-year Break in Service, such Benefit Accrual Units will not be aggregated when determining whether Benefit Accrual Units are to be disregarded by reason of a subsequent Break in Service;
- (b) The Benefit Accrual Units which were disregarded under the Break in Service rules contained in the Cascade Plan will be disregarded; and
- (c) The Benefit Accrual Units earned while you are or were employed in a job classification not covered by the Collective Bargaining Agreement will be disregarded; and
- (d) The Benefit Accrual Units earned on or after October 1, 2005 while you were or are employed by an Employer that did not execute the Agreement for Additional Contributions to the Steelworkers Western Independent Shops Pension Trust.

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 after 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. 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 next following your Normal Retirement Age. Your Normal Retirement Age is the earlier of (a) or (b) below:

(a) General Rule.

The date you reach your 62nd birthday, and the earlier of:

- (i) effective October 1, 1997, the date you earn 5 Vesting Credits,
- (ii) the 10th anniversary of the date you began your participation in the Plan,
or
- (iii) the 5th anniversary of the date you began your participation in the Plan (only counting service on or after January 1, 1988).

(b) Twenty-Five Benefit Accrual Units.

If you have earned at least one Hour of Service on or after January 1, 1988, your Normal Retirement Age will be the date you terminate employment (for reasons other than death or Total and Permanent Disability) after you have been credited with at least 25 Benefit Accrual Units. In order to qualify for retirement with 25 Benefit Accrual Units you must *completely* terminate all employment with the Employer; for example, you will not qualify if you have terminated Covered Employment with the Employer but are employed by the Employer in service other than Covered Service.

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 Age, you will be 100% Vested in the value of your Accrued Benefit.

EARLY RETIREMENT BENEFIT

Early Retirement Benefits for Participants Who Terminate Employment on or after Attaining Early Retirement Date

If you terminate employment on or after the first day of the month coincident with or following your fifty-fifth birthday and, effective October 1, 1997, you have earned 5 or more Vesting Credits (the Early Retirement Date), you may choose to retire early and begin receiving an Early Retirement Benefit. 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 $\frac{1}{2}$ of one percent for each month by which your election precedes your attainment of age 62. If you terminate employment on or after your Early Retirement Date, you will be 100% Vested in the value of your Accrued Benefit.

DEFERRED RETIREMENT BENEFIT

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 next following the date you retire. As of January 1, 1989, benefit payments must start by April 1 after the year you attain age 70 $\frac{1}{2}$.

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.

TERMINATION BENEFIT

General Rule

If you terminate employment for reasons other than death or Total and Permanent Disability, you will be entitled to a Termination Benefit if your employment terminates before you are eligible to receive an Early or Normal Retirement Benefit and you are Vested. Your Termination Benefit will be calculated in accordance with the benefit formula as of the date you terminate employment and the result will be multiplied by your Vested Percentage at the date of your termination.

If you have at least one Hour of Service after December 31, 1988, your Vested Percentage will be zero until you have earned 5 Vesting Credits, and then it will be 100 percent.

If you do not have at least one Hour of Service after December 31, 1988, your Vested Percentage will be calculated from the table below:

<u>Vesting Credits as of Termination</u>	<u>Percentage Vested</u>
Less than 5	0%
5 but less than 6	50%
6 but less than 7	60%
7 but less than 8	70%
8 but less than 9	80%
9 but less than 10	90%
10 or more	100%

In any event, the Vested Percentage of your Accrued Benefit, calculated under the terms of the Restated Plan, will never be less than your Vested Percentage calculated under the terms of the Prior Plan.

Time of Payment

Your Termination Benefit will be paid on the date you attain age 62. However, you can elect in writing to have a *reduced* Termination Benefit commencing 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 62.

Vesting Credits

- (a) Pre-1975: For years prior to 1975, you will have earned 1/12 of one Vesting Credit for each calendar month of employment with the Employer prior to 1975, provided such employment was within the jurisdictional boundary of the Union.
- (b) 1975 through 1984: You will have earned one Vesting Credit for each calendar year after 1974 but before 1985 in which you were credited with at least 1,000 Hours of Service. For each calendar year during this period in which you were credited with at least 450 Hours of Service but less than 1,000 Hours of Service, you will have earned a fraction of a Vesting Credit equal to the number of Hours of Service credited divided by 1,000.
- (c) 1985 and after: For calendar years after 1984, you will earn one Vesting Credit for each calendar year in which you are credited with 870 or more Hours of Service. For each calendar year in which you are credited with at least 435 Hours of Service but fewer than 870 Hours of Service, you will earn a fraction of a Vesting Credit equal to the number of Hours of Service credited divided by 870. If you were a Participant with five or more Vesting Credits on October 28, 1985, you will receive Vesting Credits for calendar years after 1984 under the rules in

paragraph (b) above using the special Hours of Service definition if those rules would otherwise cause you to earn a Vesting Credit.

Disregarded Service

Vesting Credits which you have earned may be disregarded. As of 1986, if you incur five or more consecutive one-year Breaks in Service before you become Vested in any part of your Accrued Benefit and the number of your consecutive one-year Breaks in Service equals or exceeds the number of your Vesting Credits before the break, the Vesting Credits which you earned prior to the break will be disregarded in calculating your benefit. Before 1986, if you had no Vested interest in your Accrued Benefit, you incurred a one-year Break in Service, and the number of your consecutive one year Breaks in Service equaled or exceeded the number of Vesting Credits you earned prior to such Breaks in Service, any pre-break Vesting Credits would be disregarded.

TOTAL AND PERMANENT DISABILITY BENEFIT

Eligibility

You may elect to receive a Total and Permanent Disability Benefit (in place of any other benefit under the Plan) if you meet all of the following requirements:

- you have earned 10 or more Benefit Accrual Units; and
- you are not eligible for any benefit of greater value under the Plan; and
- your disability occurs before your termination of service while you are employed in a job classification covered by the terms of the Collective Bargaining Agreement; and
- the Trustees determine, based on medical evidence, that your disability results from sickness or injury to the extent that you are completely prevented from performing the normal and customary activities and duties of your occupation or an occupation for which you are reasonably suited by reason of previous experiences or for which you may be trained and which is permanent and continuous for the rest of your life.

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:

- the date of your death, or
- the date the Trustees determine that you are no longer Totally and Permanently Disabled, if this is prior to 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 “RETIREMENT BENEFITS” as of

the date your disability is determined to be total and permanent. 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

Lump Sum Benefit

If you die while you are actively employed by the Employer, your Beneficiary will be entitled to receive a lump sum cash payment equal to \$100 multiplied by the number of Benefit Accrual Units you had earned as of the date of your death. This lump sum benefit will not be paid to your Beneficiary if you die while Totally and Permanently Disabled unless your Beneficiary is your surviving spouse and you earned at least one Hour of Service on or after January 1, 1988. An individual will be considered your surviving spouse if you were married to each other for at least one year at the time of your death.

Survivor Annuity for Married Participant (other than Disabled Participants)

If you are credited with at least one Hour of Service after August 22, 1984 and at least five (5) Vesting Credits, and your death occurs before your benefits are scheduled to begin, your surviving spouse will automatically receive a survivor annuity, as described below, provided he or she survives to the date that benefits are scheduled to begin. This spousal survivor annuity is paid in addition to the lump sum benefit described above.

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 50% Joint and Survivor Annuity. If you earned at least one Hour of Service on or after January 1, 1988, the amount of the death benefit which will be paid will not be reduced if death benefits start before you would have attained age 62, even though the benefit will most likely be paid over a longer period of time. For example, suppose that you became eligible on July 1, 2002 for an Early Retirement Benefit in the form of a 50% Joint and Survivor Annuity which would pay you \$200 per month for life and \$100 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, 2002, your surviving spouse would receive a death benefit commencing August 1, 2002 equal to \$100 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 50% Survivor Annuity; and
- (iii) died on the day after the earliest your pension payments could have begun.

For example, suppose again that you would be eligible to elect an Early Retirement Benefit commencing July 1, 2002. If you die on May 1, 2001 and at that time have earned a Termination Benefit which, commencing July 1, 2002, would pay you \$200 per month for the joint lives of you and your spouse and \$100 per month for life to your spouse after your death, then, under the survivor annuity form of death benefit, your spouse will be entitled to receive \$100 per month for life commencing July 1, 2002.

If you terminate employment with the Employer and are not 100% Vested at that time, the survivor annuity payable to your spouse will be based on your Accrued Benefit multiplied by your Vested Percentage at the date of your termination.

Your surviving spouse can receive this death benefit as early as the first day of the month following your death. If that date is before you reach the later of (i) your Normal Retirement Date or (ii) the date you would have attained age 62 and the value of the death benefit exceeds \$5,000, the Administrator cannot start making death benefit payments without your spouse's written consent. Unless you have Service in the Plan after 1987, any death benefit paid prior to your Normal Retirement Date will be actuarially adjusted to reflect that the payment is being made early.

If your surviving spouse chooses to defer receiving payments under the survivor annuity up until the time you would have reached your Normal Retirement Date, the payments your surviving spouse will receive will not be increased. The total payments will not be actuarially equivalent to the payments your spouse would have received if he or she had not elected to defer commencement. If your surviving spouse should happen to die before death benefit payments are scheduled to start, no death benefit will be paid. 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.

Even if you have not been credited with at least one Hour of Service after August 22, 1984, you (or your surviving spouse) have a death benefit payable under the Plan in the form of a survivor annuity if:

- (i) you were credited with at least one Hour of Service after 1975; and
- (ii) no portion of your benefit has been distributed from the Plan.

The payment of survivor benefits will be automatic if you were credited with at least one Hour of Service on or after January 1, 1984. No election is necessary.

Survivor Annuity for Disabled Participant

In the event the Trustees determine that you are Totally and Permanently Disabled and you die before your Total and Permanent Disability Benefits commence, your surviving spouse will be entitled to receive a survivor annuity if:

- (i) you and your spouse were married to each other throughout the twelve month period ending on the date of your death, and
- (ii) you were credited with at least one Hour of Service on or after January 1, 1988.

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 Guaranteed Payments 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 your 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 the later of (i) your Normal Retirement Date, or (ii) the date you attain age 62. If you terminated employment and do not consent to a distribution, your Plan benefit will automatically be paid to you as of the later of those two dates.

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 have been legally abandoned and have a court order to that effect.

COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement contains provisions relevant to this Plan. You and your Beneficiaries may make a written request to obtain copies of the agreement at the Union Office. It is 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:

- If you terminate your employment before you are fully Vested in the value of your benefit.
- 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).
- 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.
- If you fail to submit a written claim to the Administrator for payment of benefits.
- If you fail to appeal the denial of a claim within 60 days after receipt of the written notice of the denial.
- If your Employer stops making contributions to the Plan.
- 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:

1. 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.

2. 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.
3. 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.
4. You are entitled to receive, once each year:
 - a statement of the total retirement benefits accrued on your behalf,
 - 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,
 - 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.

5. 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.
6. 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 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.
7. Your 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.
8. 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.

9. 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.