

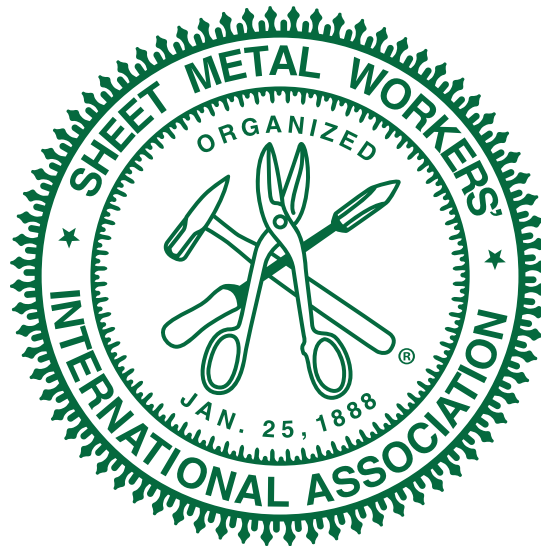
SHEET METAL WORKERS LOCAL NO. 292

ANNUITY FUND

SUMMARY PLAN DESCRIPTION

of the

ANNUITY PLAN



SHEET METAL | AIR | RAIL | TRANSPORTATION



April 1, 2024

**SHEET METAL WORKERS LOCAL UNION NO. 292 ANNUITY FUND
BOARD OF TRUSTEES**

EMPLOYER TRUSTEES:

Michael Asher
25800 Northwestern Highway
P.O. Box 222
Southfield, Michigan 48037

Tracy Roberts
Gallagher Kaiser Corporation
777 Chicago Road
Troy, Michigan 48083

David Flynn
Durr Industries, Inc.
26801 Northwestern Highway
Southfield, MI 48033

UNION TRUSTEES:

Paul Gualdoni
Sheet Metal Workers Local No. 292
64 Park Street, Suite 200
Troy, Michigan 48083

Antonio Silvestri
Sheet Metal Workers Local No. 292
64 Park Street, Suite 200
Troy, Michigan 48083

Charles Garry
Sheet Metal Workers Local No. 292
64 Park Street, Suite 200
Troy, Michigan 48083

The Board of Trustees is the Legal Plan Administrator

FUND OFFICE/ADMINISTRATIVE MANAGER

Sheet Metal Workers Local 292 Fringe Benefit Funds

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

Mailing address:
P.O. Box 189
Troy, MI 48099-0189

Phone: 248-641-4992
Toll Free: 888-646-6565
Fax: 248-813-9898

OFFICE HOURS: Monday through Friday 7:30 a.m. through 4:30 p.m.

**AGENT DESIGNATED FOR SERVICE
OF LEGAL PROCESS**

Joseph R. Pawlick, Esq.
Watkins, Pawlick, Calati & Prifti, P.C.
1423 East Twelve Mile Road
Madison Heights, MI 48071

Legal process may also be served on any trustee or the plan administrator.

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

SHEET METAL WORKERS LOCAL UNION NO. 292

ANNUITY FUND

SUMMARY PLAN DESCRIPTION

(As of April 1, 2024)

IMPORTANT NOTICE

The question and answer summary description of the Annuity Plan and the formal Plan document that follow describe the Plan as it was on April 1, 2024. Your rights, if any, are determined by the Plan as in effect at the time you separate from employment. If you have any questions about your status as a participant, contact the Fund Office.

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

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INTRODUCTION

To All Participants:

We are pleased to provide you with this summary description of your Annuity Plan. As you read through it, keep in mind that it is an effort to summarize in simple terms the principal provisions of the formal Plan.

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

So that you may have the governing formal document available to check out any details you wish, we have also printed the formal Annuity Plan adopted by the Board of Trustees. It follows immediately after the summary description.

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

Each year, if needed, you will receive a Summary of Material Modifications, which will include any substantial changes in the Plan made after April 1, 2024. Like this summary, it is intended as a general statement of the changes and is not a substitute for the Plan itself.

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

Board of Trustees

Michael Asher
Tracy Roberts
David Flynn

Paul Gualdoni
Antonio Silvestri
Charles Garry

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GENERAL INFORMATION

The Sheet Metal Workers Local Union No. 292 Annuity Fund was created through collective bargaining.

It is sponsored and administered by a board of six Trustees. Three of the Trustees are designated by the Associated Metal Fabricators and Engineers and three are designated by Sheet Metal Workers Local Union No. 292. The Board of Trustees is the legal Plan Administrator, and it has hired the firm of BeneSys, Inc. as Plan Manager to operate the program on a day-to-day basis.

The Fund has been assigned an employer identification number by the Internal Revenue Service. It is 38-3204600. The Plan Number is 001.

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

The Plan is funded through the Trust Fund, which receives contributions made by employers at a rate specified in collective bargaining agreements between the employers and Local Union No. 292. Any participant may receive, upon written request to the Fund Office, information about whether a particular employer is contributing to the Fund and, if so, the employer's address.

If you have questions about the Annuity Fund, you should contact the Plan Manager or the Board of Trustees.

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ERISA RIGHTS

As a participant in Sheet Metal Workers Local Union No. 292 Annuity Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent

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because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. The web site address for the Employee Benefits Security Administration of the Department of Labor is <http://www.dol.gov/ebsa>.

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SUMMARY DESCRIPTION

PARTICIPATION, CONTRIBUTIONS, ACCRUED BENEFIT ACCOUNTS

Who may become a participant?

If you are represented by Local Union No. 292 and the collective bargaining agreement covering you requires that your employer contribute to this Annuity Fund, you may become a participant. The Fund may also enter into participation agreements with related entities (such as Local Union No. 292 and the Apprenticeship Fund) that permit the Fund to accept employer contributions on certain of their employees, who can also become a participant.

If you are a sole proprietor or a partner in a partnership that is an employer required by collective bargaining agreement to contribute to this Fund, contributions may not be made to the Annuity Fund in your behalf.

When do I become a participant?

When you have performed 300 hours of work for one or more contributing employers in any period of 12 consecutive months under such a collective bargaining agreement, you become a participant on the first day of the following calendar month.

Is an hour of work the same as an hour of service?

No. Hour of service is a legal term used to comply with the federal statute. For every 300 hours of work performed by you, you will be credited with 345 hours of service. In order to avoid confusion, only hours of work will be referred to in this summary, but you should be aware that the two terms are separately defined in the Plan and do not mean the same thing.

What is a Plan Year?

A Plan Year in the Annuity Fund is the same as the calendar year, the consecutive twelve month period running from January 1 through December 31. All of the records of the Fund are kept on a Plan Year basis.

What happens when I become a participant?

When you become a participant, you become vested in the employer contributions that have been made as a result of work performed by you during the twelve consecutive month period prior to becoming a participant, which are recorded in an Accrued Benefit Account in your name.

Where does the money in my Accrued Benefit Account come from?

Each employer that is contractually obligated to contribute to the Fund submits contributions to the Fund in respect to hours of work performed by its employees whose work is covered by that contract at such intervals and with such forms as the Fund requires. If you work for an employer with a contractual obligation to contribute to the Fund, and your employer does so, those employer contributions received are recorded in your Accrued Benefit Account.

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Reciprocity transfers received by the Fund on your behalf are added to the employer contributions, and reciprocity transfers out of the Fund on your behalf are subtracted from employer contributions.

The Plan does not accept employee contributions in any form.

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

Yes, but only if it takes you longer than twelve months after the first hour of work is performed by you to become a participant. Employer contributions received as a result of work performed more than twelve months before you become a participant are forfeited.

Does the Annuity Fund accept rollovers?

Yes, but only from other qualified defined contribution plans and only for a participant who is currently working in a bargaining unit represented by Local 292 or who has accrued 870 hours of work in either of the latest two Plan Years.

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

The money in your Accrued Benefit Account is held together with that of all other participants. However, the Board of Trustees has given all participants the ability to direct the investment of their own share in one or more of the mutual funds selected by the Board of Trustees. See “Self-Directed Investing” on page 15 of this Summary.

How is the value of my Accrued Benefit Account determined?

Generally, your Accrued Benefit Account is made up of employer contributions, plus or minus reciprocity transfers, plus or minus contributions based on military service (see below), plus or minus the investment gains or losses attributed to your share of the Fund, less administrative and other expenses. The assets are valued on a daily basis and the value of your Accrued Benefit Accounts is determined daily. You will be provided quarterly with a statement showing the value of your Accrued Benefit Account. The quarterly statement will show your balance at the end of the previous quarter, contributions made during the quarter (which will include any reciprocity transfers), investment gains or losses for the quarter based on your investment options less your share of the Fund’s administrative expenses, any distributions you have taken and the resulting new quarter-end balance. Your statement will also reflect any loans you may have.

How is my share of earnings determined?

The gains and losses from your share of the Fund, based on the investments you selected (or if you did not make a selection, the default investment chosen by the Board), are calculated, and then your share of the Fund’s administrative and other expenses is subtracted.

What administrative fees are deducted from my account?

Each month, participants are charged an amount determined by the Board of Trustees to meet the expenses of the Fund, such as the costs of the Fund Office, legal counsel, accounting fees, etc. For

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the most up to date yearly expense, please refer to the Annual Fee disclosure you receive from the Fund. As you will see in more detail below, the investment option fund providers also deduct fees for their services, which are reflected in the investment balance.

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

Yes, with certain limits. If, on or after December 13, 1994, you enter service in the Armed Forces or other uniformed services of the United States then covered by applicable federal law within one calendar month after last performing an hour of sheet metal work for a covered employer and serve for a period of 5 years or less, unless your service is extended by the government, and you resume employment as covered by this Plan within 4 months of the date of your honorable discharge (or within 24 months, if you are recovering from an illness or injury incurred during or aggravated by your military service), your Accrued Benefit Account will be credited with contributions for the period of your service, but not with any investment earnings attributable to those contributions, based on the average number of hours of sheet metal work you performed each month during the twelve consecutive months immediately preceding your entry into the service, or if you first worked for a covered employer fewer than twelve months prior to your entry into the service, during that shorter period.

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

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

If you die while serving in the Armed Forces, your beneficiaries are entitled to any additional benefits (other than benefit accruals relating to the period of your service in the Forces) provided under the Plan to which your beneficiaries would have been entitled had you resumed and then terminated employment on account of death, on the date of your death.

BENEFITS

When will I be entitled to receive benefits?

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

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

The Fund also provides for an advance distribution based on hardship.

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

What are the requirements for receiving benefits when I retire?

If you have accrued 870 hours of work in each of five Plan Years, you are eligible to apply for and begin receiving retirement benefits if you retire on or after your 55th birthday. If you do not meet the five Plan Years test, you are eligible to begin receiving retirement benefits if you retire on or after your 65th birthday.

To “retire” means to cease working permanently and completely, with no intention of returning to covered work.

Benefits begin on the first day of the month, following receipt of your application by the Fund, in which you are found to have retired and to have met the eligibility requirements.

As noted above, even if you do not retire, but continue working, the Fund will begin distributing your benefits to you on April 1st following the calendar year in which you reach age 73, as required by Federal law.

What are the requirements for receiving benefits because of total and permanent disability?

You are considered totally and permanently disabled if, based upon medical evidence, you are prevented by a physical or mental condition from engaging in any further employment as a sheet metal worker and are not otherwise disqualified from receiving the benefit. You will not be considered totally and permanently disabled, and will not be eligible for benefits, if your incapacity was contracted while engaged in a felonious enterprise or resulted therefrom, or resulted from an intentionally self-inflicted injury.

If, based upon satisfactory medical evidence, you are determined to be totally and permanently disabled, and upon submission of an application to the Fund on a form prescribed and furnished by it and accompanied by such other data or documents as may be required by it, you will be entitled to the value of your Accrued Benefit Account payable in the forms described below.

Benefits begin on the first day of the month following approval of your application by the Fund.

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

You will be considered to have separated from employment if, during any period of at least twenty-four consecutive months *immediately prior to the commencement date of distribution* (or at least twelve consecutive months if you principally work in the geographic jurisdiction of a local union other than Local Union No. 292 of the Sheet Metal Workers International Association where either there is no defined contribution fund established by your home local or there is no reciprocity agreement between your home fund and this Fund), each of the following requirements is satisfied:

- (a) you perform no Hours of Work; and,
- (b) No Employer contributions, including any received as a result of a reciprocity transfer, are received on your behalf by the Fund; and,

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- (c) you do not engage in any work as a sheet metal worker within the geographic jurisdiction of Local Union No. 292 of the Sheet Metal Workers International Association (whether or not it is for an employer signatory with Local Union No. 292).

If you meet the requirements for a separation benefit as set forth above, and the value of your Accrued Benefit Account is less than \$1,000 the Fund shall issue payment of your Accrued Benefit Account in a single lump sum cash payment to you, less any amounts subject to mandatory withholding, in between 30 days and 180 days after notifying you of the distribution and providing the required notices.

The commencement date of distribution shall be the first day of the month next following approval of your application by the Fund or as soon as administratively possible after you receive the required notices, if the value of your Accrued Benefit Account is less than \$1,000.

If you retire under the terms of the Sheet Metal Workers Local Union No. 292 Pension Fund, you will be considered to have separated from employment as of the date of your retirement and entitled to the value of your Accrued Benefit Account payable as provided below.

What are the requirements for an advance distribution based on hardship?

If it is determined that you have an immediate and heavy financial need, as defined below, you may be entitled, upon submission of an application to the Fund on a form prescribed and furnished by it, and accompanied by such other data or documents as may be required by it, to the lesser of one-half (50%) of your Accrued Benefit Account or the actual amount necessary to satisfy your immediate and heavy financial need, but, in no event, more than \$50,000.

Any advance distribution for hardship is subject to the regular benefit payment rules, including, but not limited to, all spousal notice and consent requirements. Employer contributions based on work performed less than twenty-four months prior to the first day of the month immediately preceding the date of the hardship distribution and/or based on work performed prior to January 1, 1998, including any earnings on those contributions, are not available for an advance distribution for hardship.

A distribution is deemed to be on account of an immediate and heavy financial need **only** if the distribution is for one of the following:

- (a) Expenses for medical care previously incurred by you, your spouse, or any of your dependents or necessary expenses necessary to obtain medical care that are deductible under the Internal Revenue Code Section 213;
- (b) Costs directly related to the purchase of your principal residence (*excluding* mortgage payments);
- (c) Payment of tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education for you, your spouse, children, or legal dependents;
- (d) Payments necessary to prevent the eviction from, or foreclosure on a mortgage of your principal residence;
- (e) Funeral or burial expenses for your spouse, parent, child or legal dependent;

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- (f) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code;
- (g) Payment of expenses associated with a wedding to occur within the next 18 months of your child; or
- (h) Expenses on account of a federally declared disaster by the Federal Emergency Management Agency (FEMA), provided that your principal residence or principal place of employment at the time of the disaster was located in the area designated by FEMA for individual assistance due to the particular disaster.

No hardship distribution will be made unless the Fund, based upon your written representations that you have an immediate and heavy financial need (as defined above) and have insufficient cash or liquid assets to satisfy the financial need and such other facts as are known to the Fund, determines that each of the following conditions is satisfied:

- (a) You have not received a hardship distribution from the Fund during the last 12 months.
- (b) The distribution is not in excess of the amount of your immediate and heavy financial need, which may include any amounts necessary to pay any federal, state or local taxes or penalties reasonably anticipated to result from the distribution;
- (c) You have obtained all available distributions, other than hardship distributions or loans, currently available under this and any other plans in which you participate.

Advance distributions for hardship are **not** eligible rollover distributions.

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

If you are legally **married** at the time as of which payment of benefits is to commence, your benefit will be paid as a Joint and Survivor Annuity providing for a life annuity for your life, and a survivor annuity in an amount equal to 50% of the amount payable during your joint lives for the life of your spouse which shall be purchased for the value of your Accrued Benefit Account through an insurer authorized to do business in Michigan, unless the value of the Accrued Benefit Account is less than \$1,000, in which case, your benefit will be paid as a lump sum.

You may, within one-hundred and eighty days prior to the commencement of your benefits, elect to waive this form of benefit and elect one of the following optional forms, and your spouse consents to the waiver (or it is determined that the spouse cannot be located), your benefit may be paid in one of the following optional forms:

1. a Joint and Survivor Annuity providing for a life annuity for your life and a survivor annuity in an amount equal to 75% of the amount payable during your joint lives for the life of your spouse which shall be purchased for the value of your Accrued Benefit Account through an insurer authorized to do business in Michigan (unless the value of your Accrued Benefit Account is less than \$1,000); or

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2. a Joint and Survivor Annuity providing for a life annuity for your life and a survivor annuity in an amount equal to 100% of the amount payable during your joint lives for the life of your spouse which shall be purchased for the value of your Accrued Benefit Account through an insurer authorized to do business in Michigan (unless the value of the Accrued Benefit Account is less than \$1,000); or
3. a lump sum cash payment to you.

If you are **unmarried** at the time payment of benefits is to commence, your benefit will be paid as a single life annuity, which provides a monthly benefit to you for as long as you live, unless you elect to waive that form and receive the value of your Accrued Benefit Account in a lump sum cash payment.

If the benefit form I select requires the consent of my spouse, what do we need to do?

As noted above, unless the value of your Accrued Benefit Account is less than \$1,000, if you are legally married, in order for the Fund to pay benefits to you in any form other than the 50% Joint and Survivor Form, you must elect to waive that form of benefit. Then, your spouse must consent to your waiver (or the Board of Trustees determine that your spouse cannot be located) within one-hundred and eighty days prior to the commencement of your benefits.

Any waiver and any spousal consent must be in a form prescribed and furnished by the Board of Trustees. The spousal consent must be witnessed by an authorized Fund representative or a notary public. You may rescind your election of an optional form and select a different option by the same process used to elect the original option, subject to the same restrictions, at any time and any number of times prior to the purchase of an annuity by the Fund or the date on which the benefits become payable, whichever occurs earlier. You will receive a written explanation of the 50%, 75% and 100% Joint and Survivor Annuity forms no fewer than thirty days and no more than one-hundred and eighty days prior to the date as of which your benefits are to commence. If the value of your Accrued Benefit Account is less than \$1,000, the value of the Account will be paid in a lump sum cash payment to you.

Distribution of an optional form of benefit may begin in fewer than thirty days but no fewer than seven days after the written explanation is given if you elect, and your spouse consents, to waive the requirement that the written explanation be given at least thirty days prior to the date as of which the benefits are to commence.

What benefits are payable upon my death?

Benefits must be distributed from the Fund within five years of your death. The benefit paid will vary with the circumstances at the time of your death.

If your Accrued Benefit Account has been used to purchase an annuity contract, the benefit, if any, payable to your beneficiary will be determined by the terms of the contract.

If distribution of your Accrued Benefit Account has not begun and you are legally married at the time of your death, your surviving spouse will have a choice of receiving the value of your Accrued Benefit Account in a single lump sum, or receiving a single life annuity to pay a monthly benefit for the life of your surviving spouse, the amount of the monthly benefit to be determined by the value of

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your Accrued Benefit Account, which would be used to purchase an annuity contract from an insurer authorized to do business in Michigan.

If distribution of your Accrued Benefit Account has not begun, and you are unmarried at the time of your death, your beneficiary will have a choice of receiving the value of your Accrued Benefit Account in a single lump sum, or receiving a single life annuity to pay a monthly benefit for the life of your beneficiary, the amount of the monthly benefit to be determined by the value of your Accrued Benefit Account, which would be used to purchase an annuity contract from an insurer authorized to do business in Michigan. If there is more than one beneficiary, each may make the foregoing choice in respect to his/her share of the Accrued Benefit Account.

Who is my beneficiary?

Your beneficiaries, in order of preference, are (1) your surviving spouse, or if none, (2) any person or persons you most recently designated (in writing on a form provided by and received by the Fund prior to your death) with the Annuity Fund, or if none, (3) any person or persons properly designated by you as your beneficiary with the Sheet Metal Workers Local Union No. 292 Health Fund (in writing on a form provided by and received by that Fund prior to your death), or if none, (4) your living children in equal shares, or if none, (5) your living parents in equal shares, or if none, (6) your living brothers and sisters in equal shares, or if none, (7) your living grandchildren in equal shares, or if none, (8) any individual(s) that is a beneficiary of your estate in equal shares, or if none, (9) the individual(s) identified as entitled to a share of your property in a sworn Affidavit of Decedent's Successor for Delivery of Certain Assets Owned by Decedent, in accordance with MCL §§700.3983-700.3984, in proportion to the shares identified on the form.

If you designate your spouse as your beneficiary (whether before or after you marry your spouse), that designation automatically *terminates* upon the entry of a judgment or decree of divorce between you and that individual, unless after your divorce, you re-designate your former spouse as your beneficiary on the Fund's forms, or if a qualified domestic relations order names your former spouse as your beneficiary.

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

Is there anything that can change my right or the right of my beneficiary to receive the value of my Accrued Benefit Account as described?

Yes. The applicable law or, within legal limits, the Plan can be amended. Such changes would be generally applicable, however, and not limited to you or your beneficiary. There are also certain court orders that may require that all or part of benefits otherwise payable to you and/or your beneficiary be paid to another person. These orders, called Qualified Domestic Relations Orders, must meet certain requirements of federal law and when they do, the Fund must honor them. The Fund must also honor a levy imposed to collect federal taxes or penalties you owe to the Internal Revenue Service.

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

Yes. So that you can check on your contributions, the Board of Trustees has instructed the Fund Office to send monthly notices of contributions to you. These notices should show the amount of contributions received on your behalf by the Annuity, Pension, Health and SUB Funds. You should carefully check these notices. Normally, these notices are mailed about the middle of the month following the month in which the contributions are received and recorded. For example, if you work in June for an employer, contributions are due in July and you should receive your monthly notice showing receipt of such contributions about the middle of August.

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

Are my benefits insured?

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

Are the benefits I receive taxable?

Yes, the benefits paid by the Fund are taxable. Some may even be subject to additional excise taxes. Neither the Board of Trustees nor the Fund's administrative staff members are tax experts. You should seek competent professional advice regarding tax consequences before applying for any benefit or making any withdrawal from your Accrued Benefit Account. Any tax consequences you experience arising from Fund benefit distributions are entirely your responsibility and obligation to determine.

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

Lump sum benefits payable to you, your spouse, former spouse, surviving spouse (including a former spouse designated as your surviving spouse by a Qualified Domestic Relations Order), and/or a non-spouse beneficiaries are eligible rollover distributions. A direct rollover elected by a participant, a surviving spouse, or a spouse or former spouse designated as an alternate payee by a qualified domestic relations order can be paid to another qualified plan or a Section 457 plan which accepts rollovers, to an individual retirement account or annuity (IRA), to a Section 403(a) qualified annuity, to a Section 403(b) tax-sheltered annuity; or to a Section 402A Roth IRA. The direct rollover elected by a non-spouse beneficiary can be paid to an individual retirement account or annuity (IRA) or to a Section 402A Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA. The Fund Office will provide you with information about your right to roll over all or only a part of the lump sum benefit before it is paid.

Monthly benefits, hardship distributions and required minimum distributions are not eligible rollover distributions.

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Does the Fund pay any other benefits?

Yes. The bargaining parties have negotiated an additional contribution for the Fund, which is paid by employers and deposited into a Supplemental Benefit Account for each Hour of Service performed by employees.

The Fund pays an Annual Supplemental Retirement Benefit from the Supplemental Benefit Account to each retired participant, who retired on or before June 1, 2000 under the Sheet Metal Workers' Local Union No. 292 Pension Fund (and their surviving spouses, if any) and meets each of the following requirements:

1. He or she is receiving a monthly normal or early retirement pension benefits as of the last day of the year (December 31),
2. Such monthly normal, early or surviving spouse's benefit was calculated at one or more benefit rate(s), none of which was greater than \$78.00 per credit year or fraction thereof;
3. He or she is covered or eligible to be covered under the Sheet Metal Workers' Local Union No. 292 Health Fund,
4. The Health Fund (a) is receiving a 401(h) Medicare Benefit from the National Pension Fund on behalf of the retired participant or the surviving spouse of a deceased retired participant, or (b) would be eligible to receive one but for the retired participant or the surviving spouse of a deceased retired participant not being covered by the Sheet Metal Workers' Local No. 292 Health Fund, or (c) would be eligible to receive one but for the retired participant's, or in the case of a surviving spouse the deceased retired participant's last employer while working in covered employment not contributing to the National Pension Fund at the required minimum contribution rate under the National Pension Fund's rules, and
5. The retired participant or the surviving spouse of a deceased retired participant is alive on the date of distribution.

Only one Annual Supplemental Retirement Benefit is payable on behalf of a Retiree, though it may be paid in proportionate shares to the Retiree or Surviving Spouse and one or more Alternate Payees.

As soon after the end of each Plan Year (December 31) as is reasonably possible, the Fund shall calculate the net value of the Supplemental Benefit Account by adding all Employer contributions received based on work performed during the Plan Year and received by the Fund on or before the last day of the following February, plus any investment earnings thereon and less any investment losses thereon and pro-rata expenses incurred during the Plan Year.

The Fund shall determine the net value of the Supplemental Benefit Account. The Account will be allocated amongst those persons eligible to receive a benefit as set out above, based on the following:

- (a) those eligible persons who are receiving a monthly normal, early or surviving spouse's benefit calculated at one or more benefit rate(s), none of which was greater than \$22.00 per credit year or fraction thereof, shall receive a benefit of 3X;

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- (b) those eligible persons who are receiving a monthly normal, early or surviving spouse's benefit which was calculated at one or more benefit rate(s) which is greater than \$22.00 but not more than \$68.10 per credit year or fraction thereof shall receive a benefit of 1X;
- (c) those eligible persons who are receiving a monthly normal, early or surviving spouse's benefit which was calculated at one or more benefit rate(s) greater than \$68.10 but not more than \$75.10 per credit year or fraction thereof shall receive a benefit of 0.9X; and
- (d) those eligible persons who are receiving a monthly normal, early or surviving spouse's benefit which was calculated at one or more benefit rate(s) greater than \$75.10 but not more than \$78.00 per credit year or fraction thereof shall receive a benefit of 0.86X.

It shall be distributed on or about April 1 of each year.

SELF-DIRECTED INVESTING

Can I invest my Accrued Benefit Account as I choose?

Yes, within limits. The Board of Trustees of the Fund currently has a "self-directed investment program" in effect. This means that you have the right to direct and control the investment of your Accrued Benefit Account in a variety of investment funds, which are selected and monitored by the Board of Trustees.

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

How do I begin directing the investment of my account?

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

What investment options can I choose from?

The Board of Trustees of the Annuity Fund strives to offer you a broad selection of investment options with a wide range of investment characteristics and risk levels. Each investment option available for selection is professionally managed and seeks a specific investment goal. Below are very basic descriptions of the options available as of the date of this Summary; please read them carefully as each option differs in risk and potential return. For detailed and complete information, you should always consult the most recent prospectus, which is provided to you once per year, and is available to you at any

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time on your request from BeneSys or online at www.accountplanaccess.net/benesys. You may choose one or a combination of any or all of the following options to suit your personal needs and goals.

RELIANCE NEW YORK LIFE ANCHOR I FUND (QEWFO)

Asset Category: Cash/Stable Value

Objective: The primary investment objective of the Fund will be to seek to preserve principal and maintain a stable crediting rate that is responsive to changes in interest rate. The fund normally invests in high-quality bonds with short to intermediate-term maturities.

Expense Ratio: 0.47% (47 basis points)

PIONEER BOND FUND, CLASS Y (PICYX)

Asset Category: Invests primarily in investment-grade U.S. fixed-income securities

Objective: The Fund seeks current income by investing primarily in an investment-grade portfolio, consistent with capital preservation and prudent investment risk, to help provide a steady stream of dividend income to meet immediate and long-term needs and, potentially, to diversify an investor's overall holdings.

Expense Ratio: 0.45% (45 basis points)

LORD ABBETT INFLATIONS FOCUSED FUND (LIFAX)

Asset Category: Bond/Fixed Income

Objective: The Fund's primary investment objective is to provide investment returns that exceed the rate of inflation in the U.S. economy over a full economic cycle. As a secondary objective, the Fund seeks current income.

Expense Ratio: 0.64% (64 basis points)

AMERICAN CENTURY MID CAP VALUE FUND R6 (AMDVX)

Asset Category: Equity/Stock (Mid-Cap Value)

Objective: Long-term capital growth and income by investing in the stocks of mid-sized companies that are believed to be undervalued. Seeks higher returns, lower volatility and attractive yields with consistent mid-cap value exposure. Invests in high quality, mid-sized companies temporarily selling at a discount.

Expense Ratio: 0.62% (62 basis points)

CLEARBRIDGE INTERNATIONAL GROWTH A FUND (LGGAX)

Asset Category: Foreign Equity/stock (international growth)

Objective: Consists primarily of common stocks of foreign companies in emerging markets; seeks long-term capital growth by investing primarily in emerging market companies of all sizes.

Expense Ratio: 1.06% (106 basis points)

MFS VALUE FUND, CLASS A (MEIAX)

Asset Category: Equity/stock (large value)

Objective: A more conservative equity offering, seeks undervalued, high-quality companies, generally with larger market capitalizations. The fund seeks to manage risk by focusing on companies with characteristics such as low price-to-earnings ratios or high dividend yields.

Expense Ratio: 0.80% (80 basis points)

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INVESCO SMALL CAP VALUE (VSMIX)

Asset Category: Equity/stock (small cap value)

Objective: The Fund's investment objective is long-term growth of capital. The fund invests at least 80% of its net assets in securities of small capitalization companies, and in derivatives and other instruments that have economic characteristics similar to such securities. It focuses on equity securities of small capitalization companies that the fund's investment adviser, believes are undervalued.

Expense Ratio: 0.84% (84 basis points)

COLUMBIA OVERSEAS VALUE FUND, ADVISOR CLASS (COSVX)

Asset Category: Foreign Equity/Stock (international value)

Objective: The investment seeks long-term capital appreciation. Under normal circumstances, the fund invests at least 80% of total assets (including the amount of any borrowings for investment purposes) in equity securities of foreign companies that have market capitalizations of more than \$1 billion at the time of purchase. It typically invests in foreign companies in at least three countries, other than the United States, at any one time and may invest in emerging markets.

Expense Ratio: 0.91% (91 basis points)

AMERICAN FUNDS NEW WORLD FUND R5 (RNWFX)

Asset Category: Foreign Equity/Stock (emerging markets)

Objective: The fund invests primarily in common stocks of companies with significant exposure to countries with developing economies and/or markets. Under normal market conditions, the fund invests at least 35% of its assets in equity and debt securities of issuers primarily based in qualified countries that have developing economies and/or markets.

Expense Ratio: 0.62% (62 basis points)

JANUS ENTERPRISE FUND T (JAENX)

Asset Category: Equity/Stock (mid-cap growth)

Objective: The investment seeks long-term growth of capital. The fund pursues its investment objective by investing primarily in common stocks selected for their growth potential, and normally invests at least 50% of its equity assets in medium-sized companies. Medium-sized companies are those whose market capitalization falls within the range of companies in the Russell Midcap[®] Growth Index. Market capitalization is a commonly used measure of the size and value of a company. It may also invest in foreign securities, which may include investments in emerging markets.

Expense Ratio: 0.91% (91 basis points)

iSHARES S&P 500 INDEX FUND (BSPIX)

Asset Category: Equity/Stock

Objective: Invests in a portfolio of assets whose performance seeks to match the performance of the S&P 500 Index. Consists of common stock of 500 large-capitalization companies within various industrial sectors.

Expense Ratio: 0.03% (3 basis points)

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PRUDENTIAL JENNISON GROWTH FUND, CLASS A (PJFAX)

Asset Category: Equity/stock (large cap growth)

Objective: Seeks to provide long-term growth of capital by investing primarily in larger-cap stocks believed to have sustainable, above-market growth in revenues, earnings, and cash flows. The Fund may be suitable for those seeking a diversified way to participate in the stock market's growth potential.

Expense Ratio: 0.97% (97 basis points)

VITRUS KAR SMALL CAP GROWTH FUND (PXSGX)

Asset Category: Equity/stock (small-cap growth)

Objective: The Fund pursues long-term capital appreciation in the small capitalization market while seeking to incur less risk than the small capitalization growth market. The fund invests in a select group of small market capitalization companies believed by the fund's subadviser to possess sustainable competitive advantages at prices the subadviser deems attractive. Under normal circumstances, the fund invests at least 80% of its assets in common stocks of small market capitalization companies.

Expense ratio: 1.07% (107 basis points)

The term "Expense Ratio" means the percentage of total investment fund assets that is used to cover expenses associated with the operation of an investment fund. This amount is taken out of the fund's assets and lowers the return that fund holders achieve. These expenses include management fees and operating expenses. The management fee is the fee that is charged to the fund by the portfolio manager, and it is often a fixed percentage. The operating expenses are the expenses that the fund incurs through operation and this can include brokerage fees, taxes, investor services and interest expenses. Because expense ratios are also often stated in "basis points, we have provided the expense ratios above in the form of basis points as well.

Asset Allocation Model Portfolios

The Asset Allocation Model Portfolios allow you to elect a pre-selected blend of funds to match your personal retirement goals and risk tolerance. The investment fees for the Asset Allocation Model Portfolios are a mathematical blend of the investment fees of the funds that make up each Model in proportion to the amount of each fund's assets invested in each Model. The Fund's website has more detail on the exact composition of each of the Asset Allocation Model Portfolios, but below is some general information regarding the Models:

Aggressive Portfolio Model

For participants very comfortable with risk in order to achieve their investment goals, this model seeks high growth. The model directs 26% of its assets to bonds, 3% of its assets to cash or cash equivalent and 71% to stocks.

Moderate to Aggressive Portfolio Model

For participants less comfortable with risk, this model seeks higher growth than the Moderate model. The model directs 31% of its assets to bonds, 8% of its assets to cash or cash equivalent and 61% to stocks.

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Moderate Portfolio Model (the default investment)

For participants who seek a balance between risk and reward, this model seeks moderate growth. The model directs 40% of its assets to bonds, 16% of its assets to cash or cash equivalent and 44% to stocks.

Conservative to Moderate Portfolio Model

For participants seeking to preserve their investment, but who are also willing to assume a bit of risk, this model seeks low-to-moderate growth. The model directs 40% of its assets to bonds, 23% of its assets to cash or cash equivalent and 37% to stocks.

Conservative Portfolio Model

For participants most interested in preserving their investment, this relatively low-risk model provides limited growth potential, seeking to keep risk at a minimum. The model directs 42% of its assets to bonds, 31% of its assets to cash or cash equivalent and 27% to stocks.

You can find an exact breakdown of the various funds in each of the Asset Allocation Model Portfolios by visiting the Fund's website.

How do I get information about the investment funds available?

The principal source of information on each mutual fund option is its prospectus. A prospectus is a document that the mutual fund is required by the Securities and Exchange Commission to produce each year and which contains detailed information on investing style, past performance, fees, assets under investment, as well as other information. Most of the information you may be interested in reviewing is contained in the Summary Prospectus. When you become a participant, you will receive from BeneSys a complete set of summary prospectuses on all of the mutual funds available for self-directed investments. If the Board of Trustees adds a new optional fund, you will receive a summary prospectus on that new fund. You will also receive a summary prospectus whenever you elect to invest in a fund in which you have not previously invested. Finally, you are entitled to receive a full or summary prospectus for any fund at any time upon request from BeneSys. Please note, that all this information is also available when you access your account online at www.accountplanaccess.net/benesys

How and how often can I change my investment choices?

You may reallocate your existing balances between investment options or change your future investment allocation mix in 1% increments by logging into your account online at www.accountplanaccess.net/benesys. At the secure connection on the web site, you have complete transactional capabilities from the convenience of your own computer and can work at your own pace.

When you contact BeneSys, you can:

- Change your Personal Identification Number
- Review investment performance
- Review current information on your account
- Check your account balance (updated daily)
- Reallocate your existing assets (daily, in 1% increments)
- Change the way your future contributions are invested (daily, in 1% increments)

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Funds may be transferred between investment options any day at any time. Investment transfers requested by 2:00 PM (ET) Monday through Friday (on business days) will be processed that same day.

Are any fees charged to my account?

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

Investment funds charge fees for their investment services. These investment fees always come out of the investment's returns. The investment fees for the options as of December 31, 2023, are set out above, after each investment option (the "expense ratio" – see page 18 of the Summary on the definition of this term).

On the quarterly statement you will receive from BeneSys, you will also notice that administrative expenses are deducted. The administrative expenses include not only the Fund Office's fees, but also the CPA's fees, the attorney's fees, printing and mailing costs, and any other costs necessary to operate the Fund. The Board of Trustees sets the administrative fee deduction rate by considering average administrative expenses and assessing the rate necessary to pay those expenses to all accounts monthly, using a percent of assets fee for all accounts of all sizes.

What if I do not make a selection among the available options?

If you do not make an investment election, your account is invested in the Asset Allocation Model – Moderate Portfolio (noted above as the "default investment"), which directs its assets as follows:

- 16% to cash or cash equivalents,
- 40% to bond funds, and
- 44% to stock funds.

The Moderate Portfolio model balances risk and reward and seeks moderate growth. The investment fees for the Moderate Portfolio model are calculated as a mathematical blend of the investment fees of the funds that make up the Model in proportion to the amount of each fund's assets invested in the Model. The Fund's website has more detail on the exact composition of the Moderate Portfolio model (www.accountplanaccess.net/benesys).

Regardless of whether your account is invested in the Moderate Portfolio or otherwise, you always have the opportunity to indicate which investment vehicles selected by the Board of Trustees you want to invest in and how much you want to invest in each of them. You are able to change your investments, obtain your balances, find out the current price of the various mutual funds and, during regular business hours, speak to a customer representative by contacting the Fund Office directly either via the website, www.accountplanaccess.net/benesys, by telephone, (248) 641-4992 or by mail P.O. Box 189, Troy, MI 48099-0189. The Fund Office's business hours are 7:30 a.m. to 4:30 p.m., Monday through Friday.

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LOANS

May I borrow from the Fund?

Certain participants may borrow from the Fund. *If you have defaulted on a loan and failed to repay it (therefore suffering a “deemed distribution”), you cannot borrow from the Fund.* Also, no more than one loan may be outstanding at any time, so if you already have an outstanding loan, you cannot borrow again until that loan is fully paid. However, you could refinance an existing loan as described below.

There are also limits and rules about the amount you can borrow. No loan shall be made in an amount greater than the lesser of (i) \$50,000 or (ii) 50% of your Accrued Benefit Account (increased to \$100,000 or 100% of your Accrued Benefit Account, if your principal residence or principal place of employment is located in the area designated by Federal Emergency Management Agency (FEMA) for individual assistance in case of a federally declared disaster). No loan shall be issued in an amount smaller than \$1,000. If, within the preceding 12 months, you had an outstanding loan from the Fund, the amount above shall be reduced by your highest outstanding loan balance during the preceding 12 months. The amount of your Accrued Benefit Account considered in determining how much you can borrow excludes any amount in which an alternate payee has an interest pursuant to a qualified domestic relations order.

How do I apply for a loan?

You will need to complete and submit an application, execute a promissory note, and complete all other forms and produce all documentation required by the Board of Trustees as a condition of receiving a loan from the Fund. The Board of Trustees may impose administrative rules on the processing time period of loans, the date of issuance of loans, the time interval between the repayment of one loan and the issuance of a subsequent loan and other such matters as it in its exclusive discretion deems reasonable and appropriate.

If you are legally married, your spouse must consent in writing to your taking a loan. Any such spousal consent must be on a form prescribed and furnished by the Board of Trustees. To be valid, any spousal consent must be witnessed and signed by an authorized Fund representative or witnessed, signed and sealed by a notary public, and must be given no less than thirty days and no more than ninety days prior to the date as of which the loan is to be issued.

If you provide the Fund with any false information or fail to disclose to the Fund any requested information or documentation with respect to a loan or in the process of applying for a loan, upon discovery, the loan shall be deemed immediately in default.

What are the terms and conditions of Fund loans?

Repayment of all loans shall be by scheduled full monthly payments. Full monthly payments are due on or before the fifteenth day of each calendar month. The Fund does not accept partial payments, and there is no grace period for payments due. Repayment of the loan shall be scheduled in equal monthly payments over a period not to exceed five years, except that the duration of the loan may be shortened so that monthly loan payments are not less than \$50. *The Fund will only accept loan payments by personal*

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check of the participant or by money order. The Fund will not accept checks from any other source for loan payments.

The rate of interest on Fund loans issued during each month shall be determined on the last business day of the prior month, and shall be the prime interest rate charged by the Fund's custodial bank on the last day business day of that prior month plus 2%. The Fund uses this interest rate for all loans issued during such month, and that rate of interest shall be applied to loans issued that month for the duration of such loans.

Participants are solely and exclusively responsible for all aspects of repayment of their loans. The Fund does not issue payment booklets, payment reminders or late notices. The Fund may, but it is not required, to issue warnings and default notices, notices of deemed distribution and/or any other compliance reminders to participants. Neither the failure by the participant to receive any notice issued by the Fund, nor the failure of the Fund to issue any notice shall operate as an excuse for non-compliance with any term of a participant's promissory note.

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

Any payment not received by the Fund on or before its due date shall be assessed a \$10.00 late charge, and an additional \$10.00 late charge shall be assessed for each calendar month the full scheduled payment remains unpaid until default. Late charges shall be in addition to interest due on the loan balance. Late charges paid are retained by the Fund to offset the administrative expense associated with the processing of late payments, and do not reduce the loan principal amount.

If a missed payment (together with all accrued late charges) is not made on or before the last day of the calendar quarter following the quarter in which the missed payment was due, the whole outstanding balance of the loan (including all accrued interest and all accrued late charges) shall be a "deemed distribution" and it will be reported to IRS as such. Furthermore, your Accrued Benefit Account will be reduced by the amount reported to the IRS as deemed distribution. *Once you suffer a deemed distribution, you can never borrow from the Fund again.*

The following is an example of the loan default/deemed distribution timetable:

Example: On August 1, 2021, a participant borrows \$20,000 from the Fund to be repaid over five years in level monthly installments on the 15th of each month. After making all monthly payments due through July 15, 2022, the participant fails to make the payment due on August 15, 2022 or any other monthly payments due thereafter.

The participant will be assessed late fees for the missed loan payments; however, he will not suffer a deemed distribution if the missed amounts and all late charges are paid on or before December 31, 2022 (the last day of the calendar quarter after the calendar quarter in which the payment was due), and he can resume making monthly payments as previously scheduled. If the participant does not pay all the missed payments and all late charges by the due date, the participant will suffer a deemed distribution on December 31, 2022 and the outstanding balance of the loan will be reported to IRS.

The tax consequences of suffering a deemed distribution can be extremely severe, and the Board of Trustees cannot alter the terms of the promissory note. This document is not tax advice, and

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neither the Board of Trustees nor the Fund Office employees are tax advisers. You are strongly advised to seek and receive competent tax advice *before* you take a loan from the Annuity Fund.

If a monthly payment is missed, can I pay only that missed payment when the following month's payment is due?

No. You must pay any outstanding balances due to the Fund in full. If more than one monthly payment is due and you do not submit a check for the full outstanding balance, your payment will be considered a partial payment and it will not be accepted because the Fund does not accept partial payments.

Example: If a participant misses the December 15, 2021 payment and makes one monthly payment on January 15, 2022, that payment is a partial payment and will not be accepted. The partial payment will be returned to the participant and, at that time, there will be two monthly payments outstanding (plus any applicable interest and late fees). The participant will have until March 31, 2022 to make up the missed payments or suffer a deemed distribution.

What happens if I remit a payment that is invalid (for example, a check you submit bounces)?

If you remit a payment that is invalid (for example, because of insufficient funds), there is a \$25 NSF charge, and all future loan repayments must be submitted in certified funds. NSF charges collected are **not** credited to your account. They are retained by the Fund as a whole to pay for the increased administrative costs to the Fund for processing NSF payments. NSF payments will be taken out of any subsequent payments you make **first**. If you fail to pay a NSF payment or fail to add it to your next payment, you risk underpaying your monthly payment and defaulting on your loan, so in order not to default on the loan, be certain that the next payment includes all applicable NSF charges.

Who gets the interest on my loan?

Any loan made or outstanding to you during any period in which the Board of Trustees permits participants to direct the investment of their own Accrued Benefit Account shall be treated as your individually directed investment for the entire term of the loan and the interest shall be attributed solely to your Account.

What happens if I enter military service while I have an outstanding loan?

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

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

Can I refinance my loan?

If you have an outstanding loan that is not in default and has not been reported as a deemed distribution, you may elect to refinance such loan. You must pay in full any unpaid fees and penalties associated with the current and all prior loans before you can refinance a loan.

Refinancing a loan will require a new promissory note, and it will require all applicable spousal consents and other documentation required for loans by the Fund. The principal amount of this new refinanced loan shall be the unpaid balance of the prior loan plus all accrued interest on that loan – no additional amounts may be borrowed in a refinanced loan. The new loan thus established shall include interest at the rate then applicable to new loans. The term of refinanced loans may not exceed the remaining term of the original loan. *Under no circumstances will the term of a refinanced loan be longer than five years from the beginning date of the original loan that you are refinancing.*

DIVORCE, LEGAL SEPARATION AND CHILD SUPPORT

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

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

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

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

The Fund’s current QDRO Policy is included at the end of this Summary Plan Description for your review.

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

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

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

It is very important also to understand that, while a QDRO can provide that an alternate payee can receive benefits at or after your earliest eligibility date, **a QDRO cannot require the Fund to pay benefits prior to your earliest eligibility date for a distribution from the Fund.** Simply put, if you are not now eligible for benefits (based on your age/service were you to retire, a disability or a separation from service), your alternate payee will not now be eligible to receive a benefit. Many divorcing individuals believe that alternate payees can simply “cash out” or roll over their benefits as soon as the QDRO is entered, but this is incorrect. The Annuity Fund is a retirement fund, primarily, and with limited exceptions, benefits are not payable except at the times set out in the Plan. For more information please review the Fund’s QDRO Policy.

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

Yes, the Fund Office has a sample order. It is available free of charge. Call or write to the Fund Office to request a copy.

CLAIMS, APPEALS AND OTHER MATTERS

How is a claim for benefits made?

Whenever you wish to apply for benefits under the Plan, you should complete an application form supplied by the Fund. Copies of these forms can be obtained through the Fund Office. Any questions you may have concerning the completion or submission of an application can be answered by inquiring at the Fund Office.

You must submit an application with the Fund Office if you believe that you are entitled to benefits from the Fund. The Fund Office will notify you in writing if your application is approved, denied or if additional documents are needed. It is important to submit an application for benefits as that is the only way to preserve your right for benefits at the date you have requested, in the event the Fund Office’s initial denial of your application is overturned during the appeal process (as described below) by the Board of Trustees.

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

If my claim for benefits or my application for a loan is denied, may I appeal?

If your claim is denied by the Fund Office, you or your authorized representative may appeal to the Board of Trustees in writing for a review of that denial. Your appeal must be in writing and must be received in the Fund Office within **60** days of the day you receive the letter denying your claim (**180** days if your claim was for disability benefits). You, or your authorized representative on your behalf, will have the opportunity to review pertinent documents and other information relevant to your claim free of charge if you submit a written request to the Board. Reasonable access to, and copies of, relevant information will be provided upon request. Whether information or a document is “relevant” is determined in accordance with ERISA Regulation § 2560.503 - 1(m)(8), 29 CFR 2560.503-1(m)(8). You, or your representative, may submit issues, comments, additional legal arguments and new information in writing to the Board for its consideration in your appeal. The Board of Trustees’ review of

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your appeal will take into account all materials and information you submit to them before their review of your appeal and their decision on it, whether or not that such information was previously submitted or considered by the Fund Office in the initial determination of your claim.

Upon receipt of your appeal, the Board will review your claim “de novo” (meaning “anew” and without deferring to the initial denial of your claim) and it will review the additional materials and information you submit, if any. The review will occur at the Board’s first regularly scheduled meeting following receipt of your appeal, unless your appeal is filed less than 30 days prior to such meeting. In that case, it will be reviewed at the subsequent Board meeting. If, due to special circumstances, the Board requires additional time to review your appeal, you will be notified in writing of the special circumstances and when a determination will be made. The Board will communicate its decision and the reasons therefore in writing within five (5) days after the Board makes its decision on your appeal.

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

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

Yes. Notwithstanding any internal appeal process, any action in law or equity brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be barred unless the complaint is filed **within three years after the first date you receive** a determination of your rights and/or benefits under the terms of the Fund’s Plan, unless a shorter period is established by applicable statute, regulation or case law.

In what court can I sue the Fund?

Any action in law or equity brought by a participant or beneficiary against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan must be brought in the United States District Court where the Plan is administered. Please see page a of this Summary regarding where the Fund is administered.

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

With only a few exceptions, your benefits **cannot** be assigned, pledged or sold to anyone or used as security for a loan (except for a Plan loan). The first exception is a Qualified Domestic Relations Order, described earlier, which assigns some interest in your Accrued Benefit Account to an alternate payee, and which is determined by the Board of Trustees to meet the requirements of the federal law. Your benefit can also be affected if there is a levy on your Accrued Benefit Account imposed by the Internal Revenue Service to collect Federal taxes or tax-related penalties you owe or which IRS claims you owe, or if the Fund receives a federal criminal restitution garnishment order.

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How could the Fund be terminated?

The Fund can be terminated by agreement of the Association and the Union. In that event, the Board of Trustees will use the assets of the Fund to pay benefits to participants and beneficiaries, subject to providing for expenses of administration and liquidation. The payment of benefits may be accomplished by the continuation of the existing Fund for that purpose or through the purchase by the Board of Trustees of insurance annuity contracts or a combination of these, as determined by the Board of Trustees.

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

Yes. Because sheet metal workers, particularly journeymen, move with the work from employer to employer and from location to location, the Board of Trustees has entered into reciprocity agreements with other similar funds covering sheet metal workers represented by the Sheet Metal Workers International Association.

The purpose of these agreements is to have the money contributed by employers when you are working outside Local 292's jurisdiction follow you back to this Fund. When this Fund receives money from the other fund involved, it will be credited to your Account.

The reciprocity agreements with the other funds are supposed to make transfers of money between the funds automatic. However, the Fund Office does not always know that you are working outside Local 292's jurisdiction. If you are, you should let Local 292 or the Fund Office know and you should inquire of the Local having jurisdiction where you are working whether it has a reciprocity agreement with this Fund.

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SOCIAL SECURITY NUMBER PRIVACY POLICY

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

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

The statute also prohibits including all or more than four (4) sequential digits of a Social Security number in any document or information mailed to a person, unless certain conditions, including the following, apply:

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

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

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

To comply with the Social Security Number Privacy Act, to protect the confidentiality of the Funds' participants' and beneficiaries' social security numbers, and to prevent to the extent possible their

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disclosure to persons who would use them unlawfully, the Boards of Trustees of the Funds hereby adopt the following Social Security Number Privacy Policy:

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

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POLICY AND PROCEDURE FOR PROCESSING DOMESTIC RELATIONS ORDERS

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

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

1. **The name and last known mailing address of the participant and each alternate payee.** An order that requires the Fund to make payment to someone with legal responsibility for the alternate payee, such as a guardian or party acting in loco parentis in the case of a child, or a trustee as agent for an alternate payee, may still be a QDRO. While the Fund does not require the participant's or alternate payee's social security number be present in the QDRO, it will request the information to ensure the QDRO is appropriately processed and applied.
2. **The name of the plan, Sheet Metal Workers Local No. 292 Annuity Fund.** This requirement can best be satisfied by providing the full name of the Fund as set forth in the Plan; however, to the extent the Fund is clearly and unambiguously identified, an order can be determined to be qualified. Language that simply provides for an assignment of "all retirement benefits" will not be legally sufficient.
3. **The dollar amount or percentage (or the method of determining the amount or percentage) of the benefit to be paid to the alternate payee(s).**
4. **The number of payments or time period to which the order applies.** If the Fund is easily able to determine a missing date, an incomplete order may still be determined to be qualified. For example, a marriage certificate can confirm the date of marriage and a divorce judgment can confirm a date of divorce; therefore, if those dates are not specified, the Fund can easily and reliably obtain them, and the order may still be acceptable.

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

- a. The order must not require the Plan to provide an alternate payee or participant with any type or form of benefit, or any option, not otherwise provided under the Plan;
- b. The order must not require the Plan to provide for increased benefits (determined on the basis of actuarial value);
- c. The order must not require the Plan to pay benefits to an alternate payee that are required to be paid to another alternate payee under another order previously determined to be a QDRO;
- d. The order must not require the Plan to pay benefits to an alternate payee in the form of a qualified joint and survivor annuity for the lives of the alternate payee and his or her subsequent spouse.

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

The Board of Trustees of the Sheet Metal Workers Local No. 292 Annuity Fund, a defined contribution profit-sharing plan, hereby adopts the following procedure in order to facilitate the review of such orders, and hereby directs that each of the Fund's service providers follow this procedure regarding orders of state or tribal courts or agencies that may be QDROs. This Policy assumes the use of the "separate interest" approach, which is the most commonly used in assigning benefits in a defined contribution fund; if the parties seek to assign benefits under a QDRO using the "shared interest" approach, he or she may consult Fund Counsel for further guidance.

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

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

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

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

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

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

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

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

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

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

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

Effective for QDROs received on or after January 1, 2015, the administrative review fee is \$150. The administrative review fee will be assessed at the time the alternate payee's account is established and, unless a QDRO specifically provides otherwise, it will be allocated equally from the participant's account and the alternate payee's account.

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

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

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

The alternate payee will begin receiving benefits no later than the participant begins receiving benefits. If the alternate payee(s) cannot be found, and the participant has elected to begin receiving

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benefits, the Fund Office will provide notice to the alternate payee(s) at the last known address and commence benefits to the participant and alternate payee(s) in the normal form under the terms of the Plan.

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

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

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

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

10. **Self-Direction** - The Fund currently has a self-directed investment program in place. Unless a QDRO specifically provides otherwise, the amount assigned to an alternate payee will be segregated by liquidating investments in the participant’s account in proportional amounts. Those assets will be transferred to an account to be established for the alternate payee and invested in the Fund’s default investment. Thereafter, it will be the alternate payee’s sole and exclusive responsibility to direct the investment of his or her own account during any periods when self-direction is available. The alternate payee will be provided with information regarding the Fund’s self-directed investment program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTES

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

2024 PLAN

OF

SHEET METAL WORKERS LOCAL NO. 292

ANNUITY FUND

(As Amended and Restated effective April 1, 2024)

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**2024 PLAN
OF
SHEET METAL WORKERS LOCAL UNION NO. 292 ANNUITY FUND
(As Amended and Restated effective April 1, 2024)**

Pursuant to authority granted to it by the provisions of the Agreement and Declaration of Trust establishing the Sheet Metal Workers Local Union No. 292 Annuity Fund, the Board of Trustees formulated, adopted and published the Annuity Plan, effective June 1, 1994. It then adopted four amendments to the Plan which were incorporated into the Restated Plan effective January 1, 2002. Subsequently, it adopted seven amendments to the 2002 Plan, which were incorporated into the 2009 Plan, in effect as of January 1, 2009. The Board has amended the 2009 Plan eight times, which were incorporated into the 2015 Plan, in effect as of January 1, 2015. The 2015 Plan has been amended six times, which are incorporated into this 2024 Plan, in effect as of April 1, 2024.

ARTICLE I - DEFINITIONS

Section 1 - Union: The term “union” shall mean Local Union No. 292, Sheet Metal Workers International Association, AFL-CIO.

Section 2 - Employer: The term “employer” shall mean:

- (a) any member of the Associated Metal Fabricators and Engineers, and any other individual, partnership, corporation or business entity which is engaged in work using or employing the services of individuals performing work tasks coming within the trade jurisdiction of the union and which has an Annuity Agreement in effect;
- (b) the union to the extent, and solely to the extent, that it acts in the capacity of an employer of employees in whose behalf it makes contributions to the Annuity Fund pursuant to an Annuity Agreement; and
- (c) any board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established by collective bargaining by the union and one or more employers, to the extent, and solely to the extent, that it acts in the capacity of an employer of employees in whose behalf it makes contributions to the Annuity Fund pursuant to an Annuity Agreement.

Section 3 - Employee: The term “employee” shall mean:

- (a) any person who is or has been employed by an employer to perform tasks coming within the trade jurisdiction of the union;
- (b) any person who is or has been employed by an employer to perform tasks outside the trade jurisdiction of the union and whose employer elects to contribute under such terms and conditions as the Trustees may prescribe;
- (c) any person employed in a paid capacity by the union; and

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

No person who is a sole proprietor or a partner in a partnership which is an employer shall be an employee within the meaning of this Section 3.

Section 4 - Trust Agreement: The term “Trust Agreement” shall mean the Agreement and Declaration of Trust establishing the Fund effective June 1, 1994, and that instrument as from time to time amended.

Section 5 - Annuity Fund: The term “Annuity Fund” or “Fund” shall mean the Sheet Metal Workers Local Union No. 292 Annuity Fund and the assets thereof.

Section 6 - Trustees: The term “Trustees” shall mean the individuals designated in the manner provided by the Trust Agreement to administer collectively the Fund and the Plan.

Section 7 - Annuity Agreement: The term “Annuity Agreement” shall mean any collective bargaining agreement or article thereof or other agreement which provides for employer contributions to the Annuity Fund (or adopts, expressly or implicitly, a written agreement which so provides) and details the basis upon which such contributions are to be made.

Section 8 - Plan: The term “Plan” shall mean this defined contribution profit-sharing plan adopted under the provisions of the Trust Agreement as said Plan is described in this instrument and as it may be amended from time to time.

Section 9 - Participant: The term “participant” shall mean any employee who has met the eligibility requirements for participation in the Plan and who has not terminated participation.

Section 10 - Beneficiary: The term “beneficiary” shall mean any person who because of relationship to or designation by a participant may be entitled to benefits from the Fund in the event of the participant’s death.

Section 11 - Totally and Permanently Disabled: The term “totally and permanently disabled” shall mean having a physical or mental condition which totally and permanently prevents a participant from engaging in any further employment as a sheet metal worker. No participant suffering an incapacity which was contracted while engaged in a felonious enterprise or resulted therefrom, or resulted from an intentionally self-inflicted injury shall be considered to be totally and permanently disabled.

Section 12 - Plan Year: The first Plan Year shall be June 1, 1994 through December 31, 1994. The term “Plan Year” shall thereafter mean a consecutive twelve month period beginning on a January 1 and ending on a December 31.

Section 13 - Hours of Work: The term “hours of work” shall mean the hours for which an employee is paid, or entitled to payment, for the performance of duties for his employer, hours for which back pay, irrespective of mitigation of damages, is awarded or agreed to by an employer, to the extent that such award or agreement is intended to compensate the employee for periods during which the

employee would have been engaged in the performance of duties for the employer and any hours with which an employee is credited as a result of a reciprocity transfer.

Section 14 - Hours of Service: The term “hours of service” shall mean the hours with which an employee is credited under the Plan. For this purpose, each hour of work shall be equivalent to 1.15 hours of service.

Section 15 - Accrued Benefit Account: The term “Accrued Benefit Account” shall mean the amount which has accrued pursuant to the terms of this Plan in a bookkeeping account established by the Trustees for each participant.

Section 16 - Annual Additions: The term “annual additions” shall mean the sum of employer contributions and forfeitures credited to a participant during a Plan Year.

Section 17 - Fund Earnings: The term “Fund Earnings” shall mean gains and losses from investments plus interest and dividends received less administrative expenses, including funding of credit for military and uniformed service, if any, not covered by forfeitures.

Section 18 - Other Definitions: Other definitions as required may appear in the text of other Sections and/or Articles of this Plan document.

ARTICLE II - PARTICIPATION AND FORFEITURES

Section 1 - Participation: An employee shall become a participant immediately when, within any period of twelve consecutive months, the employee is credited with 345 hours of service (300 hours of work), and he shall be credited with all employer contributions made on his behalf from his first hour of work, except those contributions, if any, forfeited pursuant to Section 3 of this Article II.

The initial eligibility computation period shall be a period of twelve consecutive months commencing with the month an employee first performs an hour of work. If by the end of that period the employee has not met the requirement of 345 hours of service (300 hours of work) and become a participant, the subsequent eligibility computation period shall be a period of twelve consecutive months commencing with the second month the employee first performed an hour of work. If by the end of that period the employee has not met the requirements for participation, subsequent eligibility computation periods shall commence each subsequent month following the month the employee first performed an hour of work.

Each participant shall be 100% vested in the value of his Accrued Benefit Account.

Section 2 - Termination of Participation: Participation shall terminate if a participant dies, retires, becomes totally and permanently disabled or separates from employment as described in Article V, Section 3, and a full distribution of the participant’s Accrued Benefit Account is made. A participant whose participation has terminated shall be a former participant. A former participant who again becomes an employee shall become a participant, retroactive to the date upon which he resumed employment, when he has again met the requirements of Section 1.

Section 3 - Forfeitures: Contributions made on behalf of an employee prior to the twelve consecutive month period in which the employee becomes a participant shall be forfeited and shall not

be credited to such person's Accrued Benefit Account even if that employee subsequently becomes a participant. Forfeitures shall be offset against administrative costs.

ARTICLE III - CONTRIBUTIONS

Section 1 - Employer Contributions: Each employer shall contribute to the Fund in respect to hours of work performed by employees pursuant to an Annuity Agreement. Employer contributions shall be made at such intervals accompanied by such forms as the Trustees shall require. Reciprocity transfers received shall be added to employer contributions and reciprocity transfers disbursed shall be subtracted from employer contributions.

Section 2 - Rollovers: Rollovers from other qualified defined contribution plans shall only be accepted from a participant who is currently working in a bargaining unit represented by the union or has accrued 1,000 hours of service (870 hours of work) in either of the last two Plan Years.

Section 3 - Contributions For Military and Uniformed Service: If an employee enters service in the Armed Forces or another uniformed service of the United States then covered under applicable federal law (hereinafter "Forces") within one calendar month after last performing an hour of work for an employer as defined herein and serves for a period of five years or less (or, for a longer period, if his service is extended by the government), then resumes employment as an employee covered by this Plan within four months of the date of his discharge under honorable conditions from the Forces, or within twenty-four months if he is recovering from an illness or injury incurred during or aggravated by his service in the Forces, his Accrued Benefit Account shall be credited with contributions for the period of his service in the Forces, but not with any investment earnings attributable thereto, during that period, based on the average number of hours of work he performed each month during the twelve consecutive months preceding his entry into the Forces, or if he first became an employee fewer than twelve months prior to his entry into the Forces, during that shorter period.

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

Contributions required hereunder, as determined by the Trustees, shall be paid from the Trust as a whole and allocated on a pro-rata basis among all participants as an administrative expense of the Fund.

If an employee dies while serving in the Forces, the beneficiaries of the employee are entitled to any additional benefits (other than benefit accruals relating to the period of his service in the Forces) provided under the Plan to which the beneficiaries would have been entitled had the employee resumed and then terminated employment on account of death, on the date of his death.

The employee (or his beneficiaries) shall be required to submit such documents and information as required by the Trustees to determine his eligibility hereunder.

Section 4 - Crediting of Contributions: All contributions received by the Fund shall be allocated to the Accrued Benefit Account of the participant on whose behalf the contribution is made. The individual Accrued Benefit Accounts shall be maintained as bookkeeping entries and shall not affect the right of the Trustees to commingle the assets of the Fund for investment and other purposes.

Section 5 - Limitation Upon Annual Additions: There is no limitation on the amount of annual additions which may be credited to a participant for any Plan Year except as required by Section 415 of the Internal Revenue Code and the rules and regulations applicable thereto at any time of reference or by subsequent federal legislation. For purposes of applying Section 415, the term “compensation” shall mean wages subject to income tax withholding at the source, as defined by Section 3401(a) of the Internal Revenue Code, qualified transportation fringes, any elective deferrals as defined in IRC Section 402(g) (3), and other amounts received by the employee for personal services actually rendered in the course of employment with an employer, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or service performed.

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

ARTICLE IV - ACCOUNTS AND VALUATION

Section 1 - Accrued Benefit Account: The Trustees shall establish and maintain an Accrued Benefit Account for each participant.

Section 2 - Valuation of Accrued Benefit Account: The assets of the Fund shall be valued at least annually as of the last day of the Plan Year. Each Accrued Benefit Account shall be adjusted as of each valuation date by apportioning the Fund earnings among the Accrued Benefit Accounts in proportion to their respective values at the last valuation date. Each participant shall annually be provided with a statement showing the adjustments to the participant’s Account since the last annual statement and the value of the Account as of the latest valuation date. Notwithstanding the foregoing provisions of this Section 2, during any period in which the Trustees permit participants and alternate payees to direct the investment of their own Accrued Benefit Account pursuant to Article VIII, Section 13, the assets of the Fund shall be valued daily, participants will receive a statement quarterly and the Accrued Benefit Account of each participant or alternate payee shall be credited or charged only with the net appreciation or depreciation of his own Account.

ARTICLE V - BENEFITS

Section 1 - Retirement: A participant may retire from active employment on or after his sixty-fifth birthday and be entitled, upon submission of an application to the Trustees on a form prescribed and furnished by them and accompanied by such other data or documents as may be required by them, to the value of his Accrued Benefit Account payable as provided in Section 5, 6 or 7 of this Article. A participant who has accrued 1000 hours of service (870 hours of work) in each of five Plan Years may retire from active employment on or after his fifty-fifth birthday and be entitled, upon submission of an application to the Trustees on a form prescribed and furnished by them and accompanied by such other data or documents as may be required by them, to the value of his Accrued Benefit Account payable as provided in Section 6, 7 or 8 of this Article. Benefits will commence on the first day of the month following receipt of his application by the Trustees upon which he is found to have retired and to have

met the eligibility requirements, but not later than the date required under the minimum distribution rule of Section 401(a)(9) of the Internal Revenue Code.

Section 2 - Disability: If, based upon satisfactory medical evidence, a Participant is determined to be Totally and Permanently Disabled, such Participant, upon submission of an application to the Fund on a form prescribed and furnished by it and accompanied by such other data or documents as may be required by it, shall be entitled to the value of his Accrued Benefit Account payable as provided in Section 6, 7 or 8 of this Article. Benefits shall commence on the first day of the month following approval of his application by the Fund.

Section 3 - Separation: If a Participant has separated from employment, as defined immediately below, a Participant, upon submission of an application to the Fund on a form prescribed and furnished by it and accompanied by such other data or documents as may be required by it, shall be entitled to the value of his Accrued Benefit Account payable as provided in Sections 6, 7 or 8 of this Article.

The commencement date of distribution shall be the first day of the month next following approval of his application by the Fund. A Participant shall be considered to have separated from employment if, during any period of at least twenty-four consecutive months immediately prior to the commencement date of distribution (or at least twelve consecutive months if such participant principally works in the geographic jurisdiction of a local union other than Local Union No. 292 of the Sheet Metal Workers International Association where either there is no defined contribution fund established by his home local or there is no reciprocity agreement between his home fund and this Fund), each of the following requirements is satisfied:

- (a) He performs no Hours of Work; and,
- (b) No Employer contributions, including any received as a result of a reciprocity transfer, are received on his behalf by the Fund; and,
- (c) He does not engage in any work as a sheet metal worker within the geographic jurisdiction of the Union.

If the Participant retires under the terms of the Sheet Metal Workers Local Union No. 292 Pension Plan, the participant shall be considered to have separated from employment as of the date of such retirement and entitled to the value of his Accrued Benefit Account payable as provided in Sections 5, 6 or 7 of this Article.

If a participant meets the requirements for a separation benefit as set forth above, and the value of his Accrued Benefit Account is less than \$1,000, the Fund shall issue payment of his Accrued Benefit Account in a single lump sum cash payment to him, less any amounts subject to mandatory withholding, not less than 30 days and not more than 180 days after issuing notice of such action to him together with all required disclosures.

Section 4 - Death: If a participant dies without an Annuity having been purchased by the Fund pursuant to Section 6 or 7 of this Article, his beneficiary shall receive a death benefit as provided in Section 9 of this Article.

Section 5 - Advance Distribution for Hardship: If it is determined that a participant has an immediate and heavy financial need, as defined below in paragraphs (a) through (h) of this Section, the participant shall be entitled, upon submission of an application to the Fund on a form prescribed and furnished by it, and accompanied by such other data or documents as may be required by it, to the lesser of one-half (50%) of his Accrued Benefit Account or the amount necessary to satisfy his immediate and heavy financial need, but, in no event, more than \$50,000. Any distribution made pursuant to this Section shall be deemed to be made as of the first day of the month immediately preceding the date of the distribution and the participant's Accrued Benefit Account shall be reduced accordingly. A distribution is deemed to be on account of an immediate and heavy financial need of the participant only if the distribution is for one of the following:

- (a) Expenses for medical care previously incurred by the participant, the participant's spouse, or any dependents of the participant or necessary for those persons to obtain medical care that are deductible under Internal Revenue Code Section 213;
- (b) Costs directly related to the purchase of the participant's principal residence (excluding mortgage payments);
- (c) Payment of tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education for the participant, or the participant's spouse, children, or legal dependents;
- (d) Payments necessary to prevent the eviction from, or foreclosure on a mortgage of, the participant's principal residence;
- (e) Funeral or burial expenses for the participant's spouse, parent, child or legal dependent;
- (f) Expenses for the repair of damage to the participant's principal residence that would qualify for the casualty deduction under the Internal Revenue Code;
- (g) Payment of expenses associated with a wedding to occur within the next 18 months of a child of the participant. or
- (h) Expenses on account of a federally declared disaster by the Federal Emergency Management Agency (FEMA), provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in the area designated by FEMA for individual assistance due to the particular disaster.

No distribution shall be made pursuant to this Section unless the Fund, based upon the Participant's written representations that he or she has an immediate and heavy financial need (as defined above), has insufficient cash or liquid assets to satisfy the financial need and such other facts as are known to the Fund, determines that each of the following conditions is satisfied:

- i. The participant has not received a distribution pursuant to this Section during the last 12 months.

- ii. The distribution is not in excess of the amount of the immediate and heavy financial need of the participant, which may include any amounts necessary to pay any federal, state or local taxes or penalties reasonably anticipated to result from the distribution; and
- iii. The Participant has obtained all available distributions, other than hardship distributions or loans, currently available under this and any other plans in which the Participant participates.

Any distribution made pursuant to this Section shall be payable as provided in Section 8 (in the case of an unmarried participant) or Section 8(c) of this Article (in the case of a married participant), including, but not limited to, all notice and consent requirements.

Notwithstanding the foregoing paragraphs in this Section, employer contributions based on work performed less than twenty-four months prior to the first day of the month immediately preceding the date of the hardship distribution and/or based on work performed prior to January 1, 1998, including any earnings on those contributions, are not available for an advance distribution for hardship.

Section 6 - Normal Form of Married Participant Benefits: If a participant is legally married at the time as of which payment of benefits is to commence, the normal form of benefit shall be a Joint and Survivor Annuity providing for a life annuity for the life of the participant and a survivor annuity in an amount equal to 50% of the amount payable during their joint lives for the life of the spouse which shall be purchased for the value of the Accrued Benefit Account through an insurer authorized to do business in Michigan unless either (a) the value of the Accrued Benefit Account is less than \$1,000; or (b) within one hundred and eighty days of the commencement of benefits, the participant elects to waive that form of benefit and opts for the form described in Section 8 and the participant's spouse consents to the waiver, if applicable (or it is determined that the spouse cannot be located). Any such waiver and any spousal consent thereto must be in a form prescribed and furnished by the Fund. To be valid, any spousal consent must be witnessed by an authorized Fund representative or a notary public. The election of any option may be rescinded and a different option elected by the same process used to elect the original option, subject to the same restrictions, at any time and any number of times prior to the purchase of an Annuity by the Fund or the date on which the benefits become payable, whichever occurs earlier. The Fund shall provide the participant with a written explanation of the 50% Joint and Survivor Annuity form and the optional forms no less than thirty days and no more than one hundred and eighty days prior to the date as of which the benefits are to commence. If the value of the participant's Accrued Benefit Account is less than \$1,000, the value of the Account shall be paid in a lump sum cash payment to the participant. Distribution of an optional form of benefit requiring spousal consent may begin less than 30 days but no less than 7 days after the written explanation is given if the participant elects, and his spouse consents, to waive the requirement that the written explanation be given at least 30 days prior to the date as of which the benefits are to commence.

Section 7 - Normal Form of Unmarried Participant Benefits: If a participant is not legally married at the time as of which payment of benefits is to commence, the normal form of benefit shall be a Single Life Annuity for the life of the participant or, at the option of the participant, a Joint and Survivor Annuity providing for annuity for the life of the participant and a survivor annuity for the life of a beneficiary designated by the participant, which Annuity shall be purchased by the Fund for the value of the Accrued Benefit Account through an insurer authorized to do business in Michigan, except that, if the value of the Accrued Benefit Account is less than \$1,000, no Annuity shall be purchased and

the value of the participant's Accrued Benefit Account shall be paid in a lump sum cash payment to the participant.

Section 8 - Other Form of Benefits: A participant who is not legally married at the time as of which payment of benefits is to commence may choose to receive benefits, up to the value of the participant's Accrued Benefit Account, in a lump sum cash payment to the participant. A participant who is legally married at the time as of which payment of benefits is to commence may waive the normal form of benefit and, with valid spousal consent, elect to receive benefits in one of the following forms:

- (a) a Joint and Survivor Annuity providing for a life annuity for the life of the participant and a survivor annuity in an amount equal to 75% of the amount payable during their joint lives for the life of the spouse which shall be purchased for the value of the Accrued Benefit Account through an insurer authorized to do business in Michigan unless the value of the Accrued Benefit Account is less than \$1,000;
- (b) a Joint and Survivor Annuity providing for a life annuity for the life of the participant and a survivor annuity in an amount equal to 100% of the amount payable during their joint lives for the life of the spouse which shall be purchased for the value of the Accrued Benefit Account through an insurer authorized to do business in Michigan unless the value of the Accrued Benefit Account is less than \$1,000; or
- (c) with valid spousal consent as set forth in Section 6 of this Article V, in a lump sum cash payment to the participant.

Section 9 - Payment of Death Benefits: Upon the death of the participant, the value of the deceased participant's Accrued Benefit Account shall be distributed within five years of the participant's death, as follows:

- (a) If a participant who is legally married dies before the purchase of an Annuity by the Fund pursuant to Section 6 of this Article or the distribution of his Accrued Benefit Account, the Trustees shall purchase for the value of the Accrued Benefit Account an Annuity for the life of the surviving spouse from an insurance company authorized to do business in Michigan from which the surviving spouse may elect to commence receiving benefit payments immediately, provided that the surviving spouse may choose, in lieu of the purchase of an Annuity by the Trustees, to receive a lump sum payment of the Accrued Benefit Account.
- (b) If a participant who is not legally married dies before the purchase of an Annuity by the Fund pursuant to Section 7 of this Article or the distribution of his Accrued Benefit Account, the participant's beneficiary may choose either to receive a lump sum payment of the Accrued Benefit Account or to have the Trustees apply the Accrued Benefit Account to the purchase of an annuity for the life of the beneficiary from an insurance company authorized to do business in Michigan. If there is more than one beneficiary, each may make the foregoing choice in respect to his share of the Accrued Benefit Account.

The status of a spouse as beneficiary shall terminate immediately upon the entry of a judgment or decree of divorce between the participant and this spouse. The former spouse shall be recognized as a beneficiary following the entry of such judgment or decree only if designated by a qualified domestic

relations order or if designated by the participant as beneficiary after the entry of the judgment or decree on a form prescribed and furnished by the Trustees.

Section 10 - Order of Beneficiaries: Death benefits under Section 9 of this Article shall be payable in the following order of priority:

- (a) the surviving spouse to whom the deceased participant is legally married at the time of his death, or
- (b) if no such spouse survives, then any person or persons designated by the deceased participant as beneficiary on a form prescribed and furnished by the Trustees and filed with the Trustees, or
- (c) if neither of the above survives, then any person or persons designated as beneficiary by the participant for receipt of the life insurance benefit provided through the Sheet Metal Workers' Local Union No. 292 Health Fund, or
- (d) if none of the above survives, then children of the deceased participant in equal shares, or
- (e) if none of the above survives, then parents of the deceased participant in equal shares, or
- (f) if none of the above survives, then brothers and sisters of the deceased participant in equal shares, or
- (g) if none of the above survives, then the surviving grandchildren of the deceased Participant in equal shares, or
- (h) if none of the above survives, then any individual(s) that is a beneficiary of the Participant's estate, in equal shares, or
- (i) if none of the above survives, then the individual(s) identified as entitled to a share of the Participant's property in a sworn Affidavit of Decedent's Successor for Delivery of Certain Assets Owned by Decedent with respect to the Participant, in accordance with MCL §§700.3983-700.3984, in proportion to the shares identified on the form.

Section 11 - Qualified Domestic Relations Order: Any provision of this or any other Article of this Plan to the contrary notwithstanding, any valid order of a court communicated to the Trustees which the Trustees determine is a qualified domestic relations order under applicable federal law shall act to divert any benefit payable to any participant named in the order or to any beneficiary of any such participant, including a surviving spouse, to the alternate payee named in the order to the extent stated in such order and allowed by federal law.

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

published in the Internal Revenue Bulletin, that Section and the regulations, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, will control the manner and form in which benefits are paid.

ARTICLE VI - LOANS

Section 1 - Conditions of Loan: A participant may borrow from the Fund subject to the following conditions:

- (a) No loan shall be made in an amount greater than the lesser of (i) \$50,000 or (ii) 50% of the participant's Accrued Benefit Account. No loan shall be issued in an amount smaller than \$1,000. Notwithstanding the above, if a participant's principal residence or principal place of employment is located in the area designated by Federal Emergency Management Agency (FEMA) for individual assistance in case of a federally declared disaster, the limits on participant loans described above will increase to the lesser of 100% of the value of the Accrued Benefit Account or \$100,000.
- (b) If within the preceding 12 months, the participant has had an outstanding loan from the Fund, the amount used in subparagraph (a) above shall be reduced by the participant's highest outstanding loan balance during the preceding 12 months.
- (c) Repayment of the loan shall be scheduled in equal monthly payments over a period not to exceed five years, except that the period of the loan may be reduced so that monthly loan payments are not less than \$50.
- (d) For purposes of applying the provisions of this Section, the participant's Accrued Benefit Account shall be reduced by any amount in which an alternate payee has an interest pursuant to a qualified domestic relations order.
- (e) No more than one loan may be outstanding at any time and no loan shall be made to a participant who has ever failed to repay a loan and as a result thereof received a deemed distribution from this Fund.
- (f) Any loan processing fees and loan maintenance fees imposed shall be deducted from the participant's Accrued Benefit Account at the time of taking the loan (for loan processing fees) and each year for the duration of the loan (for loan maintenance fees) as an administrative expense. Such fees do not become part of the loan and are not repayable.
- (g) The rate of interest on Fund loans issued during each month shall be determined on the last business day of the prior month, and shall be the prime interest rate charged by the Fund's custodial bank on the last day business day of that prior month plus 2%. The interest rate so determined shall be charged on all loans issued during such month, and that rate of interest shall be applied to loans issued that month for the duration of such loans.
- (h) If the participant applying for a loan is legally married, the participant's spouse must consent in writing to the loan being made. Any such spousal consent must be on a form prescribed and furnished by the Trustees. To be valid, any spousal consent must be

witnessed by an authorized Fund representative or a notary public, and must be given no less than thirty days and no more than ninety days prior to the date as of which the loan is to be issued.

- (i) The participant shall be required to submit an application, execute a promissory note, and complete all other forms and produce all documentation required by the Fund as a condition of receiving a loan from the Fund. The Board of Trustees may impose administrative rules on the processing time period of loans, the date of issuance of loans, the time interval between the repayment of one loan and the issuance of a subsequent loan, payment method, timing and amounts as it deems reasonable and necessary for the administration of the Plan in its sole and exclusive discretion, which rules shall be implemented in a uniform and consistent manner.
- (j) If a participant provides the Fund with any false information or fails to disclose to the Fund any requested information or documentation with respect to a loan or in the process of applying for a loan, upon discovery, the loan shall be deemed immediately in default. If the full outstanding loan balance (which is the sum of the outstanding principal, all accrued interest and all accrued late charges) is not paid on or before the fifteenth day of the second calendar month following default, the participant's Accrued Benefit Account shall be reduced by this full outstanding balance, which shall be reported to the Internal Revenue Service as a deemed distribution from the participant's Accrued Benefit Account to the participant.
- (k) The Fund may, but shall not be obligated to, issue payment booklets, late notices, default notices, notices of deemed distribution and/or any other compliance reminders to participants. Participants are solely and exclusively responsible for all aspects of repayment of their loans. Neither the failure by the participant to receive any notice issued by the Fund, nor the failure of the Fund to issue any notice shall operate as an excuse for non-compliance with any term of a participant's promissory note.

Section 2 - Late Payments, Default, and Distribution: Repayment of all loans shall be by scheduled full monthly payments. Full monthly payments are due on or before the fifteenth day of each calendar month. Partial payments shall not be accepted, and there is no grace period for payments due. Any payment not received by the Fund on or before its due date shall be assessed a \$10.00 late charge, and an additional \$10.00 late charge shall be assessed for each calendar month the full scheduled payment remains unpaid until default. Late charges shall be in addition to interest due on the loan balance. Late charges paid are retained by the Fund to offset the administrative expense associated with the processing of late payment, and do not reduce the loan principal amount.

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

Section 3 - Loans from Self-Directed Accounts: Any loan made or outstanding to a participant during any period in which the Trustees permit participants to direct the investment of their own Accrued Benefit Account, pursuant to Article VIII, Section 13 of this Plan, shall be treated as an individually

directed investment of the participant's Accrued Benefit Account for the entire term of the loan and the interest shall be attributed solely to the participant/borrower's Account.

Section 4 - Suspension of Loan Repayments during Military Service: Notwithstanding anything in this Article VI to the contrary, the monthly loan payments due from any participant with an outstanding loan which is not in default who commences active duty in the military of the United States either as a result of conscription or involuntary activation by virtue of membership in the Reserves or National Guard shall be suspended during the period of such non-voluntary active military service, but in no case to exceed five years. Interest shall continue to accrue on the balance due on the loan during such period of suspended repayments, subject to the limitations of the Servicemembers' Civil Relief Act of 2003. Upon the termination of his non-voluntary active military service or if earlier, the fifth anniversary of the date on which payments were suspended, monthly loan payments shall be required in an amount calculated such that the total loan repayment period shall not exceed the sum of the period of the original loan plus the period of the active military service or five years if shorter. A participant who fulfills the requirements of this Section 4 shall be required to notify the Fund immediately upon the termination of his involuntary active duty.

Section 5 – Refinancing of Loans: A participant who has an outstanding loan that is neither in default nor has been reported as a deemed distribution may elect to refinance such loan. In order to refinance a loan, all unpaid fees and penalties associated with the current and all prior loans must be paid in full.

The refinancing of a loan shall establish a new loan, require a new promissory note including all applicable spousal consents, and shall be for a principal amount of the remaining unpaid balance of the prior loan plus all accrued interest. Additional amounts may not be added to a refinanced loan. The new loan thus established shall include interest at the rate then applicable to new loans. The term of refinanced loans may not exceed the remaining term of the original loan. Under no circumstances may the term of a refinanced loan be longer than five years from the beginning date of the original loan.

Section 6 - Suspension of Loan Repayments for Coronavirus-Related Hardship: Notwithstanding anything in this Article VI to the contrary, during the period of March 27, 2020 through December 31, 2020 only, the monthly loan payments due shall be suspended for any Participant who elects to suspend the repayment and:

- a. who is diagnosed with either COVID-19 or SARS-CoV-2 by a test approved by the Centers for Disease Control and Prevention, or
- b. whose legal spouse or dependent(s) is so diagnosed, or
- c. who experiences adverse financial consequences as a result of:
 - (i) being quarantined, furloughed, laid off or having work hours reduced due to the coronavirus,
 - (ii) being unable to work due to a lack of childcare due to the coronavirus, or
 - (iii) closing or reducing hours of a business owned or operated by the individual due to the coronavirus.

Interest shall continue to accrue on the balance of the loan during such period of suspended repayments. Any interest that accrued from the date of suspension through January 1, 2021 will be added to the outstanding balance of the loan and the end date of the loan repayment period will be extended by one year. The new monthly repayment amount will be based on the updated loan balance and extended repayment period.

ARTICLE VII - ANNUAL SUPPLEMENTAL BENEFIT

Section 1 - Contributions: Through collective bargaining, the union and the association have, effective November 1, 2006, agreed upon an amount of money to be paid to the Fund by the employers in respect to each hour of service performed by employees and to be held by the Fund in a separate Supplemental Benefit Account.

Section 2 - Eligibility: An Annual Supplemental Benefit shall be paid each year from the Supplemental Retirement Benefit Account to each retired participant who retired on or before June 1, 2000 under the Sheet Metal Workers' Local No. 292 Pension Fund (and their surviving spouses, if any) who meets each of the following requirements:

1. S/he is, as of each December 31, receiving a monthly normal, early or surviving spouse's benefit;
2. Such monthly normal, early or surviving spouse's benefit was calculated at one or more benefit rate(s), none of which was greater than \$78.00 per credit year or fraction thereof;
3. As of such December 31, the retired participant or surviving spouse of a deceased retired participant is eligible to be covered under the Sheet Metal Workers' Local No. 292 Health Fund;
4. As of such December 31, the Sheet Metal Workers' Local No. 292 Health Fund (a) is receiving a 401(h) Medicare Benefit from the National Pension Fund on behalf of the retired participant or the surviving spouse of a deceased retired participant, or (b) would be eligible to receive one but for the retired participant or the surviving spouse of a deceased retired participant not being covered by the Sheet Metal Workers' Local No. 292 Health Fund, or (c) would be eligible to receive one but for the retired participant's, or in the case of a surviving spouse the deceased retired participant's last employer while working in covered employment not contributing to the National Pension Fund at the required minimum contribution rate under the National Pension Fund's rules, and
5. The retired participant or surviving spouse of a deceased retired participant is alive on the date of distribution.

Only one Annual Supplemental Benefit shall be payable on behalf of a retired participant or surviving spouse of a deceased retired participant, though it may be paid in proportionate shares to the retired participant, surviving spouse of a deceased retired participant and one or more alternate payees.

Section 3 - Benefit Amount: As soon after the end of each Plan Year as is reasonably possible, the Fund shall calculate the net value of the Supplemental Benefit Account by adding all Employer contributions received pursuant to Section 1 of this Article based on work performed during the Plan

Year and received by the Fund on or before the last day of February next following the end of the Plan Year, plus any investment earnings thereon and less any investment losses thereon and pro-rata expenses incurred during the Plan Year.

The Fund shall determine the net value of the Supplemental Benefit Account. The Account will be allocated amongst those persons eligible to receive a Benefit pursuant to Section 2 of this Article in multiples of a factor X, to be determined as follows:

- (a) those eligible persons who are receiving a monthly normal, early or surviving spouse's benefit calculated at one or more benefit rate(s), none of which was greater than \$22.00 per credit year or fraction thereof, shall receive a benefit of 3X;
- (b) those eligible persons who are receiving a monthly normal, early or surviving spouse's benefit which was calculated at one or more benefit rate(s) greater than \$22.00 but not more than \$68.10 per credit year or fraction thereof shall receive a benefit of 1X;
- (c) those eligible persons who are receiving a monthly normal, early or surviving spouse's benefit which was calculated at one or more benefit rate(s) greater than \$68.10 but not more than \$75.10 per credit year or fraction thereof shall receive a benefit of 0.9X; and
- (d) those eligible persons who are receiving a monthly normal, early or surviving spouse's benefit which was calculated at one or more benefit rate(s) greater than \$75.10 but not more than \$78.00 per credit year or fraction thereof shall receive a benefit of 0.86X.

It shall be distributed on or about the April 1 next following the end of each Plan Year.

ARTICLE VIII - ADMINISTRATION OF THE PLAN

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

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

Section 3: Except as may be required to comply with a qualified domestic relations order or a valid levy imposed by the Internal Revenue Service, no benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit,

whether presently or thereafter payable, shall be void. Neither any benefit nor the Fund shall, in any manner, be liable for or subject to the debts or liability of any person entitled to any benefits.

Section 4: The Trustees shall have the right to require, as a condition precedent to the payment of any benefit under the Plan, all information which they reasonably deem necessary, including records of employment, proof of dates of birth and death, marital status, etc., and no benefit dependent in any way upon such information shall be payable unless and until such information so required shall be furnished. Such evidence shall be furnished by the union, employers, employees, participants, beneficiaries and alternate payees as applicable.

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

Section 6: The Trustees shall, in the absence of contrary evidence presented to them, have the right in administering the Plan to rely upon information provided to them by the union, employers, employees, participants, beneficiaries and alternate payees. Neither they nor the Fund shall be held liable for good faith reliance thereon.

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

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

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

Section 10: The Trustees may enter into reciprocity agreements with trustees of other funds.

Section 11: If a claim has been denied, in whole or in part, the claimant is entitled, either in person or by his duly authorized representative, to:

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

The Board of Trustees shall review the claim promptly and render their final decision not later than five (5) days after the Board of Trustees' meeting next occurring after the appeal was received,

unless the appeal was received within 30 days prior to the next meeting, in which case the response shall be provided to the claimant five (5) days after the second Board of Trustees' meeting. These periods may be extended to, at the latest, five (5) days after the third Board of Trustees' meeting after receipt of the appeal under special circumstances, but the claimant must be notified of this within the unextended time period. The final decision of the Board of Trustees shall be in writing, give specific reasons for the decision and make specific references to the pertinent Plan provisions on which the decision is based.

Section 12: That portion of a lump sum benefit required under the minimum distribution rule of Section 401(a)(9) of the Internal Revenue Code is not an eligible rollover distribution. Benefits payable as a lump sum to a participant, his spouse, surviving spouse, former spouse, including a former spouse designated as surviving spouse by a qualified domestic relations order, and/or a non-spouse beneficiary, other than advance distributions for hardship, are, pursuant to Section 401(a)(31) of the Internal Revenue Code, eligible rollover distributions.

At the option of each recipient, all or a portion of the lump sum may be paid as a direct rollover subject to the following:

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

Neither any portion of a lump sum benefit nor any amount which is not includible in the gross income of the recipient is an eligible rollover distribution.

Section 13 - Self-Direction of Investments: The Trustees may, in their sole and exclusive discretion, permit participants and alternate payees to direct the investment of their own Accrued Benefit Account pursuant to ERISA Section 404(c) and regulations promulgated thereunder. Participants and alternate payees may, subject to a procedure established by the Trustees and applied in a nondiscriminatory manner, direct the investment of their Accounts in writing in such specific alternative investments as the Trustees may have selected. To the extent so directed, The Trustees are relieved of the fiduciary responsibility as provided by law and shall not be liable for any loss or breach of fiduciary duty which results from such exercise of control of investments by the participant or alternate payee. The Trustees may at any time terminate the right of participants and alternate payees to direct the investment of the assets in their Accrued Benefit Account(s), and invest the overall assets of the Fund in such manner as they and their designated investment managers elect.

Section 14: Notwithstanding any internal appeal process, any action in law or equity brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be barred unless the complaint is filed within three years

after the first date the participant receives a determination of his rights and/or benefits under the terms of the Fund's Plan, unless a shorter period is established by applicable statute, regulation or case law.

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

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

ARTICLE IX - AMENDMENT, MERGER, OR TERMINATION

Section 1 - Right to Amend: Any amendment to this Plan may be made at any time by majority action of the Trustees and may be made retroactively in order to qualify and maintain this Plan as a qualified plan and trust under applicable provisions of the United States Internal Revenue Code and the Employee Retirement Income Security Act (ERISA). Unless required or permitted by law, no amendment shall decrease, either directly or indirectly, a participant's accrued benefits as defined in Section 411(d) (6) of the Internal Revenue Code and the rules and regulations applicable thereto at any time of reference. If fewer than all of the Trustees are present at a meeting, no amendment to the Plan may be acted upon even though a quorum be present, unless the notice to the Trustees for that meeting contained the fact that amendment of the Plan would be considered at the meeting.

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

Section 3 - Termination: In the event the Annuity Plan is terminated, wholly or partially, by agreement of the union, the employers and the Trustees, the Trustees shall apply the assets of the Plan to pay benefits to participants, beneficiaries and alternate payees, subject to provision for expenses of administration or liquidation.

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

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