

GMP MEMBER DEATH BENEFIT PLAN

Summary Plan Description

Effective as of

January 1, 2018

INTRODUCTION

This Summary Plan Description describes the benefits provided under the GMP Member Death Benefit Plan (the “Plan”). The Plan provides death benefits to Members of the Glass, Molder, Pottery, Plastics & Allied Workers International Union, AFL-CIO, CLC (“GMP”) who satisfy the Plan’s participation requirements. The Plan is governed by the terms described in this Summary Plan Description – which also serves as the Plan document – and by the GMP Death Benefit Fund Trust Agreement (the “Trust Agreement”). For a complete understanding of the terms of the Plan, you should review the Trust Agreement in addition to this Summary Plan Description.

Prior to January 1, 2018, GMP provided death benefits to certain Members through its Death Beneficiary Department. In 2016, GMP merged with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (“USW”). As a result of the merger, GMP and USW agreed to terminate the Death Beneficiary Department and to fund and administer the death benefits previously provided by the Death Beneficiary Department through a separate trust fund.

Accordingly, two trustees (the “Trustees”) established the GMP Member Death Benefit Fund (the “Fund”) to fund and administer this GMP Member Death Benefit Plan (the “Plan”) effective January 1, 2018. The Plan is funded by assets attributable or payable to the Death Beneficiary Department prior to December 31, 2017, and by Member Contributions of \$2.00 per month collected from Union Dues or contributed directly by Members to the Fund beginning on January 1, 2018.

Interpretations of the terms of the Plan, including determinations of eligibility for participation in the Plan, are made by the Trustees in their sole and absolute discretion. Any inquiry relative to interpretations or other such matters regarding the Plan should be referred to the Trustees. The Trustees are not obligated, bound, or responsible for opinions, information, or representations coming from other sources.

The Plan, or any of the benefits described in the Plan, may be amended or modified at any time by the Trustees in their sole and absolute discretion, except that the Plan shall continue in its present form through December 31, 2020.

ARTICLE 1 – DEFINITIONS

Certain terms in this Summary Plan Description are capitalized because they have specified definitions. Wherever the following terms are used and capitalized, they have the following meanings:

1.1 Administrator. The term “Administrator” means the Trustees or any person or entity to whom the Trustees delegate the authority to administer the Plan.

1.2 Beneficiary. The term “Beneficiary” means the person or persons designated to receive death benefits by a Member pursuant to the Plan.

1.3 Death Beneficiary Department. The term “Death Beneficiary Department” means the division of GMP that, until December 31, 2017, provided qualified GMP Members with benefits payable upon death.

1.4 Employer. The term “Employer” means any employer that has entered into a collective bargaining agreement with GMP before January 1, 2018, and, if applicable, such Employer maintains a collective bargaining agreement with USW on or after January 1, 2018.

1.5 Fund. The term “Fund” means the GMP Member Death Benefit Fund established by the Trust Agreement, comprising all property or interests in property held by the Trustees from time to time under the Trust Agreement.

1.6 GMP. The term “GMP” means the Glass, Molder, Pottery, Plastics & Allied Workers International Union, an unincorporated and non-profit labor organization exempt from federal income tax under 501(c)(5) of the Internal Revenue Code, which ceased autonomous operations on December 31, 2017.

1.7 Member. The term “Member” means: (i) an individual who maintains membership in good standing and in the payment of all financial obligations to the GMP prior to January 1, 2018 when the same become due and owing and, if applicable, such Member continues to maintain membership in good standing and in the payment of all financial obligations to USW on or after January 1, 2018 when the same becomes due and owing; and (ii) an individual who, on or after January 1, 2018, becomes employed by an Employer as defined herein and who maintains membership in the USW in good standing and in the payment of all financial obligations to the USW when the same shall become due and owing.

Notwithstanding the foregoing, in no event shall any Member be denied a death benefit unless they are in default of their financial obligations to the GMP and/or USW by three (3) months or more. Membership in “good standing” shall be determined in accordance with the USW International Constitution.

1.8 Member Contribution. The term “Member Contribution” means a contribution of \$2.00 per month per Member for eligibility in the Plan. Member Contributions are made through automatic deduction of \$2.00 from Union Dues except in circumstances in which Union Dues are not payable and the Plan permits direct contributions by Members to the Fund.

1.9 Pension Plan. The term “Pension Plan” means a defined benefit pension plan established pursuant to a collective bargaining agreement between an Employer and either GMP or USW.

1.10 Permanently Disabled. The term “Permanently Disabled” means the determination by either a Pension Plan or the Social Security Administration that a Member is permanently disabled.

1.11 Plan. The term “Plan” means the GMP Member Death Benefit Plan, as adopted and as may be amended from time to time by the Trustees in their sole and absolute discretion, and as described herein.

1.12 Plan Participation Date. The term “Plan Participation Date” means the first day of the first month in which you begin participating in the Plan, in accordance with Section 2.6.

1.13 Trust Agreement. The term “Trust Agreement” means the GMP Death Benefit Fund Trust Agreement effective January 1, 2018, as may be amended hereafter from time to time.

1.14 Trustees. The term “Trustees” means Bruce Smith and Stanley W. Johnson, and any successors named hereafter.

1.15 Union Dues. The term “Union Dues” means dues paid to GMP or USW for membership in GMP, USW, and/or an affiliated local union.

1.16 USW. The term “USW” means the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and any successor thereof.

ARTICLE 2 - Participation

2.1 How do you begin participating in the Plan?

You begin participating in the Plan automatically in the first month you work for an Employer and pay Union Dues. A Member Contribution of \$2.00 per month is deducted from your Union Dues to pay for your participation in the Plan. You may continue participating in the Plan for as long as you continue to pay Union Dues, or otherwise make Member Contributions as may be permitted by the Plan.

2.2 May you participate in the Plan in a month in which you do not pay Union Dues?

In a month in which you do not pay Union Dues, you may nonetheless continue participating in the Plan by making a Member Contribution directly to the Fund solely in the following circumstances:

- (a) You stop working for an Employer before you reach age 65 and maintain a valid withdrawal card;
- (b) You stop working for an Employer due to disability but have not yet received disability benefits;
- (c) You are on a leave of absence from work with an Employer;
- (d) You stop working for an Employer to perform active duty service with the United States Armed Forces for more than four years.

Direct Member Contributions must be received by the Fund on or before the 20th day of the month for which the payment is due by mailing a check made payable to the USW to the GMP Council of the USW, 608 E. Baltimore Pike, Media, PA 19063

You may elect to make your payments in advance. For example, if you stop working for an Employer on June 30, 2018, and you attain age 65 on December 15, 2018, you may make six Member Contributions in advance for a total advance contribution of \$12.00.

2.3 In what circumstances may you participate in the Plan without making Member Contributions?

Only in the following circumstances may you participate in the Plan without making Member Contributions:

- (a) You stop working for an Employer and attain age 65;
- (b) You have been determined disabled and *begin receiving disability benefits* from a Pension Plan or the Social Security Administration. (Note: if you do not make Member Contributions up to and including the first month you receive your first disability benefit, your participation in the Plan will end. Once you are determined by a Pension Plan or the Social Security Administration to be Permanently Disabled, you will be refunded the Member Contributions you made after the date you became entitled to disability benefits).

- (c) You stop working for an Employer to perform active duty service with the United States Armed Forces for any period of up to four years;
- (d) You stop working for an Employer to perform active duty service with the United States Armed Forces and you develop a service-connected disability, as recognized by the appropriate government agency, which prevents you from continuing employment with an Employer.

2.4 Must you make Member Contributions to participate in the Plan if you continue to work for an Employer after you reach age 65?

Yes. You must make Member Contributions until you stop working for an Employer even after you attain age 65. If you stop making Member Contributions before you stop working for an Employer, your participation in the Plan will end.

2.5 How does participation in the Plan end?

Your participation in the Plan will end if you do not make a Member Contribution that you are required to make. For example, your participation in the Plan will end if one of the following occurs:

- (a) You are working for an Employer and do not pay your Union Dues for three months or more;
- (b) You stop working for an Employer before you reach age 65 and do not make a Member Contribution for three months or more;
- (c) You stop working for an Employer due to disability and do not make a Member Contribution for three months or more up to and including the month you receive your first disability benefit;
- (d) You are on a leave of absence from work with an Employer and do not make a Member Contribution for three months or more;
- (e) You stop working for an Employer to perform active duty service with the United States Armed Forces and, after a period of more than four years of such service, you do not make a Member Contribution for three months or more; and
- (f) You withdraw from the Union.

Once your participation in the Plan has ended you will not receive a refund of any amount of your Member Contributions. If you die after your participation in the Plan has ended, no benefits will be paid under the Plan on account of your death.

Your participation in the Plan will also end if the Trustees terminate the Plan. If your participation ends for this reason, you might receive a distribution from the Trust. See Article 6 for more information.

2.6 May your participation in the Plan be reinstated?

If your participation in the Plan ends because you did not make a Member Contribution for three months or more due to layoff, workers' compensation leave, approved medical leave, or other employer-approved leave, and you return to active employment with an Employer, then you may resume participation in the Plan, subject to the following rules regarding Plan Participation Date:

- (a) If you return to active Employment with the same Employer, or you return to active Employment with a different employer within twenty-four (24) months of your last day of active work with your prior Employer, your Plan Participation Date will be determined based on your original date of employment.
- (b) If you return to active Employment with a different employer more than twenty-four (24) months after your last day of active work with your prior Employer, or if you withdraw from the Union and subsequently rejoin the Union, your Plan Participation Date will be determined based on the date you return to active employment or rejoin the Union, whichever is applicable.

Except as provided in Section 2.3, you will not be treated as participating in the Plan for any month in which you did not make a Member contribution to the Plan.

ARTICLE 3 - Benefits

3.1 What benefits are payable under this Plan?

Upon your death, a cash payment is payable to your designated Beneficiary (or in some cases, another person or entity as described in Article 4).

The amount of the benefit payable under the Plan depends on several factors:

- (a) If your Plan Participation Date is on or after January 1, 1993, and you die when you are retired or are no longer employed by an Employer, your Beneficiary will be entitled to payment based on the schedule below:
 - \$500, if you participated in the Plan for up to 5 years (60 months);
 - \$1,000, if you participated in the Plan for up to 10 years (120 months);

- \$1,500, if you participated in the Plan for up to 15 years (180 months);
- \$2,000, if you participated in the Plan for 15 or more years (180 months).

(b) If your Plan Participation Date is on or after January 1, 1993, and you die while actively employed by an Employer, your Beneficiary will be entitled to \$2,000.

(c) If your Plan Participation Date is before January 1, 1993, your Beneficiary will be entitled to \$2,000.

(d) If you have been determined Permanently Disabled, your Beneficiary will be entitled to the amount described in paragraph (a) above, based on your years of participation in the Plan as of the date you become entitled to disability benefits.

Example: On January 1, 2010, you joined the Plan. On January 1, 2018, you stopped working for an Employer due to disability. On February 1, 2018, you applied to the Social Security Administration for disability benefits. On September 1, 2018, the Social Security Administration determined that you were disabled beginning on January 1, 2018 and entitled to payments on May 1, 2018 (after a 5-month waiting period). On November 1, 2018, you received your first disability payment from the Social Security Administration (providing payments from May through November 2018).

You continued to make Member Contributions up to and including November 2018. The Plan refunds your Member Contributions from May 2018 through November 2018.

Upon your death, \$1,000 will be payable to your Beneficiary because on the date of you became entitled to disability benefits (May 1, 2018), you had participated in the Plan for up to 10 years.

(e) If you die while on active duty service with the United States Armed Forces or after developing a service-connected disability, as recognized by the appropriate government agency, which prevents you from continuing

employment with an Employer, your Beneficiary will be entitled to \$2,000.

Notwithstanding the above, a benefit upon your death is only payable to the extent that (i) you were a participant in the Plan as of the date of your death; and (ii) the Fund has sufficient assets to pay benefits at the time of your death. The Trustees, in their sole and absolute discretion, will determine if and how benefits under the Plan will be paid.

ARTICLE 4 – Beneficiary

4.1 How do you designate a Beneficiary?

When you first start participating in the Plan, you will be given a form to designate a Beneficiary. This form must be signed and returned to the GMP Council of the USW, 608 E. Baltimore Pike, Media, PA 19063. To change your Beneficiary, you may at any time complete a change of Beneficiary Form which must be dated and signed and returned to the GMP Council of the USW, 608 E. Baltimore Pike, Media, PA 19063.

Your designation or change of beneficiary will not be effective until it is actually received by the Trustees at the address listed above.

4.2 May you designate a minor child to be your Beneficiary?

Yes. If your Beneficiary has not reached age 18 as of the date that a payment to him or her is scheduled to be made, payment will be made to the minor Beneficiary's legal guardian. If the minor Beneficiary does not have a legal guardian, the benefit will be retained by the Fund and paid to the Beneficiary when he or she reaches age 18 or as soon as practicable thereafter.

4.3 What happens to your benefit if your Beneficiary dies?

If your sole Beneficiary dies before you (and you do not designate another Beneficiary), your benefit will be paid in the order described in Question 4.5 below.

If you have multiple Beneficiaries and one dies before you, then the amount allocated to the deceased Beneficiary will be paid to the sole surviving Beneficiary or in equal shares to the multiple surviving Beneficiaries.

If your beneficiary dies after you but before payment of your death benefit is made, your benefit will be made to the administrator or executor of the deceased beneficiary's estate.

4.4 May your benefit be transferred or assigned?

No. Benefits payable under the Plan shall not be subject to assignment, alienation, transfer, attachment, or anticipation to creditors or otherwise. Benefits are payable only to designated Beneficiaries except where otherwise specified in this Article 4.

4.5 What happens if you do not designate a Beneficiary or if your Beneficiary predeceases you?

If you do not designate a Beneficiary, or if the person(s) you designated as beneficiaries dies before you, then the benefit payable upon your death will be paid as follows:

- (a) to your lawful spouse;
- (b) if you are not survived by a lawful spouse, then to your surviving children in equal shares;
- (c) if you are not survived by a lawful spouse or any children, then to the administrator or executor of your estate.

However, if payment to your estate would cause the payment to escheat or forfeit to the state, then your benefit will be treated as an unclaimed benefit and will remain the property of the Fund.

4.6 What happens if the Trustees pay your benefit to the wrong person?

If the Trustees pay your benefit to the wrong person or otherwise make a payment in error, the recipient of that erroneous payment must return the payment to the Trust immediately and in all cases within 30 days after discovering or being notified of the error.

ARTICLE 5 – Claims and Appeals

5.1 How is a claim for benefits filed after your death?

A claim for benefits must be filed no later than 60 months after your death. A claim form can be obtained from the GMP Council of the USW, located at 608 E. Baltimore Pike, Media, PA 19063.

If a claim is not made within 60 months after your death, your benefit will be forfeited and will remain the property of the Fund.

5.2 What happens if a claim for benefits is denied?

If a claim for benefits under the Plan is denied, the Trustees will send the individual who submitted the claim (the “Claimant”) a written notice to his or her last known address. The notice will include the specific reason(s) for the denial with a reference to the provision(s) in this Summary Plan Description or the Trust Agreement on which the denial was based. The Trustees will also provide any additional material or information necessary for the Claimant to re-submit the claim correctly and an explanation for the need for such information.

5.3 How does a Claimant file an appeal if a claim for benefits is denied?

A Claimant who disagrees with the Trustees’ denial of benefits has the right to file an appeal to the Trustees. The appeal must be filed in writing not more than 90 days after the date on the written notice of denial from the Trustees.

The Claimant appealing to the Trustees (the “Appellant”) may present additional evidence or arguments to support the appeal. The Appellant may also be represented by an authorized representative, at the Appellant’s cost, who may submit additional evidence or arguments to support the appeal. The Appellant or the Appellant’s representative will be permitted to review any documents related to the appeal within the control of the Trustees.

5.4 How do the Trustees have to respond to an appeal?

The Trustees will issue a decision on the appeal in writing to the Appellant’s last known address no later than 60 days after the Trustees receive the Appellant’s request for appeal, unless special circumstances require an extension of this timeframe. Under such special circumstances, the Trustees will issue a decision as soon as possible but not later than 120 days after the Trustees receive the Appellant’s request for an appeal.

The decision will be based upon all the evidence in the Trustees’ possession, including but not limited to evidence presented by the Appellant or the Appellant’s representative in support of the appeal. The Trustees’ decision will include the specific reason(s) for the decision with a reference to the provision(s) in this SPD or the Trust Agreement on which the decision was based.

ARTICLE 6 – Plan Amendment and Termination

6.1 May the Trustees amend the Plan?

Yes. The Trustees may amend or modify the Plan, or any of the benefits described in the Plan in their sole and absolute discretion at any time and from time to time, except that the Plan shall continue in its present form through December 31, 2020.

6.2 May the Trustees terminate the Plan?

Yes except that the Trustees shall continue the Plan through December 31, 2020. If the plan is terminated after December 31, 2020, the Trustees will distribute the assets of the Fund to the participants of the Plan as determined, and in the manner provided, by the Trustees in their sole and absolute discretion after all assets of the Fund incurred to administer the Fund and the Plan have been exhausted.

ARTICLE 7 – Plan Information

7.1 What information about the Plan should you know?

GMP Member Death Benefit Plan is a welfare benefit plan that is subject to the Employee Retirement Income Security Act of 1974 (“ERISA”) and provides benefits in the event of death. The Plan is administered by the Trustees, Bruce Smith and Stanley W. Johnson, and any successors named hereafter. The Trustees’ business address is 60 Boulevard of the Allies, Pittsburgh, PA 15222.

The Plan year runs from January 1 to December 31. The Plan Sponsor’s Employer Identification Number (EIN) is 25-0818080. The plan number is 511. Legal process may be served on the Trustees at the addresses provided above.

6.3 What legal rights do you have?

As a participant in GMP Member Death Benefit Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the Plan Administrator's 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 Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and 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.

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 welfare benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a welfare 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 because of reasons beyond the control of the administrator. If you have a claim for benefits which 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 or a medical child support 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.