

**AUTOMOTIVE INDUSTRIES
INDIVIDUAL ACCOUNT RETIREMENT PLAN**

SUMMARY PLAN DESCRIPTION

2020

Automotive Industries Individual Account Retirement Plan

c/o Health Services & Benefit Administrators

4160 Dublin Blvd., Suite 400

Dublin, CA 94568

Telephone: (800) 635-3105

www.aitrustfunds.org

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January 1, 2020

Dear Plan Participant:

We are pleased to present you with a summary plan description booklet (“SPD”) that provides important information concerning your participation in the Automotive Industries Individual Account Retirement Plan (“Individual Account Retirement Plan” or “Plan”).

The Individual Account Retirement Plan was established with the goal of providing retirement benefits to eligible retiring Participants. Its benefits supplement those that may be payable from the Automotive Industries Pension Trust Plan. Together with Social Security, these Plans provide a measure of financial security for you and your family upon your retirement. The Individual Account Retirement Plan also provides benefits in the event of your death before retirement or if you become Totally Disabled (as determined by Social Security) before retirement.

The QUESTIONS AND ANSWERS that follow in this booklet summarize the most important provisions of the Individual Account Retirement Plan. As such, they do not address every provision of the Plan. In all cases, the Rules and Regulations of the Automotive Industries Individual Account Retirement Plan serve as the legal basis governing the administration of the Individual Account Retirement Plan. Should there be any detail not covered in this summary or if there is any conflict between this summary and the Rules and Regulations, the latter shall govern. You may view a copy of the Plan Rules and Regulations at the Fund Office located at the address shown above. You may also request a copy of the Rules and Regulations by making a request through the Fund Office and paying for any printing costs.

In between SPD booklet printings, you will be notified and kept up to date on any material changes made to the Plan through the issuance of notices referred to as “summaries of material modifications” or “SMMs.” You should keep this SPD and any SMMs together in a safe place and share them with your family as they contain information that will play an important part in your plans for retirement.

If you have any particular questions about the Plan or your rights to benefits under this Plan, you should write to the Fund Office for an explanation. You should understand, however, that only the Board of Trustees can interpret or change the terms of the Plan and that this authority cannot be delegated to the staff of the Fund Office, the Union or any employer contributing to this Plan.

If you have any questions, the staff of the Fund Office will be happy to answer them.

Sincerely,

BOARD OF TRUSTEES

IMPORTANT

This explanation of the Individual Account Retirement Plan is no more than a brief and very general statement of the most important provisions of the Individual Account Retirement Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret or extend or change in any way the provisions expressed in the Plan itself. The rights of a Participant or Beneficiary can only be determined by consulting the Rules and Regulations of the Automotive Individual Account Retirement Plan.

As a courtesy to you, the Fund Office may respond informally to your oral questions by telephone or in person at the Fund Office. However, these oral answers are not binding upon the Board of Trustees and cannot be relied on in any dispute concerning your benefits.

ONLY THE FULL BOARD OF TRUSTEES IS AUTHORIZED TO INTERPRET THE PLAN OF BENEFITS DESCRIBED IN THIS BOOKLET. THE BOARD OF TRUSTEES HAS BROAD DISCRETION TO DETERMINE ELIGIBILITY AND OTHERWISE INTERPRET THE PLAN. THE TRUSTEES' DECISION WILL BE GIVEN JUDICIAL DEFERENCE TO THE EXTENT THAT THEY DO NOT CONSTITUTE AN ABUSE OF DISCRETION.

NO EMPLOYER OR UNION, NOR ANY REPRESENTATIVE OF ANY EMPLOYER OR UNION, IS AUTHORIZED TO INTERPRET THE PLAN – NOR CAN SUCH PERSON ACT AS AN AGENT OF THE BOARD OF TRUSTEES. ANY QUESTIONS YOU HAVE CAN BE DIRECTED TO THE STAFF AT THE FUND OFFICE WHO WILL PRESENT YOUR QUESTIONS TO THE BOARD.

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TYPE OF PLAN

1. What type of Plan is the Automotive Industries Individual Account Retirement Plan?

The Individual Account Retirement Plan is a defined contribution profit sharing plan with benefits payable to its Participants based on the balance in their Individual Accounts. Its primary purpose is to provide Participants with a source of income at retirement. It does not provide loans or permit withdrawals based on hardship.

PARTICIPATION

2. How do I know if I am eligible to become a Participant in the Individual Account Retirement Plan?

In general, you are eligible to become a Plan Participant if you are working for an employer (referred to as a “Contributing Employer” or “Individual Employer”) who is required by a Collective Bargaining Agreement between various Individual Employers and the (1) International Association of Machinists and Aerospace Workers, (2) International Brotherhood of Teamsters, Chauffeurs, Warehouseman, and Helpers of America, or (3) International Brotherhood of Painters and Allied Trades to make Contributions to the Individual Retirement Account Plan on your behalf with respect to your work.

You are not eligible to become a Participant if you are a (1) sole proprietor who is a Contributing Employer or a Spouse of that person, or (2) partner of any partnership that is a Contributing Employer or the Spouse of that person.

3. When do I become a Participant in the Plan?

You become a Participant as of the first day of the first month for which a Contribution is made on your behalf by a Contributing Employer.

You cease to be a Participant on the date that you receive payment of your Individual Account balance (also called your “Accumulated Share”). You also cease to be a Participant when you have no balance in your Individual Account after the assessment of expense charges or your Individual Account is forfeited due to a Five-Year Break in Service (see Question 13).

If your participation is terminated, you will again become a Participant as of the first day of the first month for which a Contribution is again made on your behalf by a Contributing Employer.

INDIVIDUAL ACCOUNTS

4. What is an Individual Account?

Your Individual Account is an account established in your name to receive Contributions made by Contributing Employers on your behalf. Your Individual Account balance or “Accumulated Share” describes how much money you would receive from the Plan if you were entitled to a payout at a given time.

5. What determines the amount of money in my Individual Account on a Valuation Date?

On each Valuation Date, the Plan goes through an accounting process referred to as a “valuation” to fix the value of each Individual Account. The Plan’s Valuation Date is December 31.

The amount in your Individual Account as of a Valuation Date is determined as follows:

- Take your Individual Account balance on the preceding Valuation Date minus any amount forfeited due to a Five-Year Break in Service (see Question 13);
- Add subsequent Contributions received from your Contributing Employers;
- Add a proportionate share of the Plan’s investment income and account expense factor allocated to your Individual Account for the valuation period; and
- Subtract any payments made to you during the valuation period.

6. Am I allowed to make elective contributions to my Individual Account – either on a pre-tax or post-tax basis?

No. The only contributions permitted to be received by the Individual Account Retirement Plan on your behalf are those made by your Contributing Employer under the terms of a Collective Bargaining Agreement. Unlike a 401(k) plan, you may not make contributions or have your wages “reduced” to defer payment of taxes.

7. Am I allowed to direct the investment of my Individual Account assets?

No. The Individual Account Retirement Plan Board of Trustees retains an investment consultant to provide advice and direct the investment of the Plan's assets that includes the balance of each Individual Account.

8. Will I receive periodic statements providing me with information concerning my Individual Account?

Yes. After the December 31 close of each Plan Year in which you have an Individual Account, you will receive a statement containing the following information:

- Account balance at the beginning of the Plan Year (January 1)
- Contributions
- Investment earnings
- Expenses
- Account balance at the end of the Plan Year (December 31)

9. What if my statement does not correctly show my hours worked for a Contributing Employer or properly credit the Contributions that should have been made to my Individual Account?

It is very important that you carefully check any statement that you receive from the Fund Office. You should keep complete records of your employment, including check stubs, to check against your statements for any errors or omissions. If you believe there is an error, you should contact the Fund Office as soon as possible. The sooner that you do this, the easier it will be to correct any errors. If you delay too long, your personal records or other records may no longer exist to support your contention that your statement is incorrect.

Your account is not credited for Contributing Employer Contributions due with respect to your work until the Contributions are received by the Trust.

VESTING, CREDITED SERVICE AND BREAKS IN SERVICE

10. Do I need to have a minimum amount of Covered Service before I have a future right to my Individual Account balance?

Yes. After becoming a Participant, you must work in Covered Service long enough to earn sufficient Credited Service to become vested in all or a portion of your Individual Account.

11. What is Vesting and How do I Become Vested?

Once you are vested, you have a nonforfeitable right to a future benefit under this Plan when you meet the Plan's eligibility requirements to receive a distribution of your Individual Account balance. You are fully (100%) vested if you have attained Normal Retirement Age or satisfy one of the following:

- If you have one or more Hours of Service on or after January 1, 2009, you are fully vested if you have at least three Years of Credited Service.
- If you have one or more Hours of Service on or after January 1, 1997 or your benefits earned under the Plan are not the result of work under a collective bargaining agreement, you are fully vested if you have at least five Years of Credited Service.
- If you do not meet the above requirements, but you have earned at least 5 Years of Credited Service, you will be partially vested in your Individual Account balance in accordance with the following schedule:

| Credited Service | Vested Percentage |
|------------------|-------------------|
| 10 Years | 100% |
| 9 Years | 90% |
| 8 Years | 80% |
| 7 Years | 70% |
| 6 Years | 60% |
| 5 Years | 50% |

12. What is Credited Service and how is Credited Service earned?

For purposes of this Plan, your Covered Service for a Contributing Employer is measured in terms of Credited Service. Credited Service is used to determine your vested benefit and is based on the following:

For periods prior to January 1, 1976: You earn one Year of Credited Service based on the total number of monthly payments required to be made on your behalf by Contributing Employers to the Automotive Industries Pension Trust Fund (excluding payments in excess of twelve) divided by twelve. You may also earn fractions of a Year of Credited Service, but not less than 1/12 of a Year of Credited Service.

For periods between January 1, 1976 and January 1, 1996: You earn one Year of Credited Service for five or more Months of Covered Service under the Automotive Industries Pension Trust Fund. For these periods, no fractions of a Year of Credited Service will be granted.

For periods after January 1, 1996: You earn one Year of Credited Service for five or more months of Covered Service under this Plan or the Automotive Industries Pension Trust Fund. For these periods, no fractions of a Year of Credited Service will be granted.

Related Non-Covered Service. Related Non-Covered Service is employment with a Contributing Employer that is not Covered Service, but which immediately follows or precedes Covered Service with the same Contributing Employer with no intervening quit, discharge or retirement and which takes place while the Contributing Employer is obligated to make Contributions for Participants engaged in Covered Service.

Related Credited Service and Unrelated Credited Service. Related Credited Service under a Related Plan and Unrelated Credited Service are counted towards satisfying the Plan's eligibility rules for vesting and benefits. How both types of service work is described in Question 14.

13. What if I stop working in Covered Service before I become vested?

If you stop working in Covered Service and do not return to work in Covered Service for the same or another Contributing Employer, you may incur a Break in Service. A One Year Break in Service occurs when you fail to complete at least five Months of Covered Service or 501 Hours of Service with a Contributing Employer in a Plan Year.

If you are not 100% vested and incur five consecutive One Year Breaks in Service (Five Year Break in Service), all or a portion of your Individual Account will be permanently forfeited as described below. If you return to Covered Service and complete at least five months of Covered Service or 501 Hours of Service in a Plan Year before you incur a Five Year Break in Service, your Individual Account will not be forfeited.

If you incur a Five Year Break in Service without being fully vested, one of the following will happen:

- If you have no vested interest in your Individual Account, all of your prior Years of Credited Service and your entire Individual Account will be forfeited.
- If you are partially vested, the non-vested portion of your Individual Account will be forfeited. However, you will retain your Years of Credited Service earned prior to the Five Year Break in Service. The vested portion of your Individual Account based upon Covered Service after the Five Year Break in Service will be determined by counting all of your Years of Credited Service (both before and after the Five Year Break in Service).

14. What happens if I work in the automotive industry or a related industry outside of the jurisdiction of the Plan?

The Board of Trustees has recognized other plans in the automotive or related industries as “Related Plans” (contact the Fund Office for a listing of Related Plans). Years of service credited under a Related Plan is recognized by the Individual Account Retirement Plan as Related Credited Service. Related Credited Service and Individual Account Retirement Plan Credited Service is combined (“Combined Credited Service”) to determine whether you are vested, incur a Break in Service, or are eligible for a Normal, Early Retirement or Disability Pension under this Plan.

In order to be entitled to benefits under this Plan based on the use of Related Credited Service, you must have at least two years of Individual Account Retirement Plan Credited Service.

The Related Plan and use of Related Credited Service only apply to Participants who retire after the plan is recognized by the Board of Trustees as a Related Plan.

The Board of Trustees may also recognize “Unrelated Credited Service” in the same manner as “Related Credited Service” for Participants who perform work of the same type recognized by the Individual Account Retirement Plan, but covered under another collective bargaining agreement providing for contributions to another collectively bargained plan within one of the following Thirteen Western States. For more information, please contact the Fund Office.

| Thirteen Western States | | | |
|--------------------------------|---------|------------|---------|
| Alaska | Hawaii | New Mexico | Wyoming |
| Arizona | Idaho | Oregon | |
| California | Montana | Utah | |
| Colorado | Nevada | Washington | |

15. What happens if I enter military service?

Absences from Covered Service due to service in Qualified Military Service are covered under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). This is regardless of whether your service is due to voluntary enlistment or conscription (draft). Under USERRA, your period of Qualified Military Service may apply towards earning Credited Service, preventing Breaks in Service and having Contributions made to your Individual Account.

“**Qualified Military Service**” means service in the Armed Services (including the Coast Guard), the Army National Guard and the Air National Guard when engaged in active duty, training for active or inactive duty, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency or any other persons covered under the applicable regulations.

Qualified Military Service is treated as service with a Contributing Employer subject to the following conditions:

- You must have re-employment rights under USERRA.
- Only periods during which your employer was a party to a Collective Bargaining Agreement pursuant to which the Plan was maintained will be counted.
- You will be treated as being in the same category of employment during the period of Qualified Military Service as you were immediately prior to your Qualified Military Service.
- The Credited Service applied towards vesting and the prevention of Breaks in Service, as well as the Contributions (but not investment earnings or forfeitures) to be made to your Individual Account for your period of Qualified Military Service, shall be computed subject to the following conditions:
 - The rate that you would otherwise have received if you had not been in Qualified Military Service.
 - If the determination of the rate is not reasonably certain, the rate will be determined on the basis of your average pay rate, hours, or compensation during the twelve-month period immediately preceding your Qualified Military Service (or, if shorter, the period of employment immediately preceding your Qualified Military Service).
 - Determined in the same manner and to the same extent that benefits were accrued for other employees during the period of Qualified Military Service.
- You can receive up to, but not more than five years of Credited Service, except as otherwise specified by USERRA.

- You must apply for re-employment within the time frame specified by USERRA, as shown in the chart below:

| Length of Military Service | Re-employment Deadline |
|----------------------------|--|
| Less than 31 days | Return by the first full workday after completing your Qualified Military Service, plus reasonable time for safe transportation and an 8-hour rest period. |
| 31 through 180 days | Within 14 days after release from active duty. |
| 181 days or more | Within 90 days after release from active duty. |

Contact the Fund Office if you need more information regarding your re-employment rights under “USERRA”).

16. If I am vested, can I lose the money in my Individual Account?

Since the amount in your Individual Account is partly determined by investments and the investment markets are unpredictable, there is no guarantee that your Individual Account balance will not suffer any investment losses. However, be aware that the Individual Account Retirement Plan retains an investment consultant and investment managers to oversee and handle its investments.

PAYMENT OF BENEFITS

17. When can I receive the Vested Percentage portion of the money in my Individual Account?

You are entitled to receive your Vested Percentage if you retire after satisfying one of the Retirement Eligibility Date requirements shown below:

| RETIREMENT ELIGIBILITY DATES AND REQUIREMENTS | |
|--|--|
| Normal Retirement Eligibility Date | <p>First day of the month following your attainment of Normal Retirement Age or any month thereafter. Your Normal Retirement Age is the later of:</p> <ol style="list-style-type: none"> (1) The date you attain normal retirement age under the Automotive Industries Pension Plan; (2) The date you attain age 65; (3) If you are not a Participant in the Automotive Industries Pension Plan, the fifth anniversary of your participation in the Individual Account Retirement Plan. |
| Early Retirement Eligibility Date | <p>First day of the month or any month thereafter following the date you attain age 55, but not age 65 and have at least five Years of Credited Service (Same as Automotive Industries Pension Plan Early Retirement Benefit); or</p> <p>First day of the month or any month thereafter following the date you attain age 62, but age 65 and have at least five Years of Credited Service (Same as Automotive Industries Pension Plan Unreduced Retirement Benefit); or</p> <p>First day of the month or any month thereafter following the date that the sum of your attained age and Credited Future Service total at least 85 (Same as Automotive Industries Rule of 85 Benefit).</p> |
| Disability Retirement Eligibility Date | <p>First day of the month prior to your attainment of age 55 provided you are:</p> <ul style="list-style-type: none"> ▪ “Totally and permanently disabled” as determined by Social Security, ▪ You have completed at least five Years of Credited Service, ▪ Your disability occurred or originated either prior to the termination of your Individual Employer Contributions or within twelve months thereafter. |
| Upon Your Death | You are vested or partially vested at the time of your death. |

If you are younger than age 59 ½, you must have satisfied the requirements for one of the Retirement Eligibility Dates above and be retired before you can withdraw your Vested Percentage from your Individual Account. In order to receive retirement benefits, you must no longer be engaged in any work for which Contributing Employer Contributions are required since your Retirement Eligibility Date, certify such to the Board of Trustees and the Board of Trustees must approve your certification.

If you are at least age 59 ½, you may withdraw all or any portion of the Vested Percentage of your Individual Account balance regardless of whether or not you are retired. If you have received a withdrawal and continue to work in Covered Service, your Individual Account will be credited with additional Contributing Employer Contributions. No more than one withdrawal will be permitted during any calendar year period.

18. May I postpone receiving the money in my Individual Account?

Yes. However, in order to be eligible for a distribution from the Individual Account Retirement Plan on your postponed date, you must meet the eligibility requirements for a distribution on that date. In addition, payment may not be postponed beyond your Required Beginning Date. Your “Required Beginning Date” depends on whether or not you are a “5% owner.”

- If you are a 5% owner, your Required Beginning Date is the April 1 of the calendar year following the calendar year in which you attain age 70 ½.
- If you are not a 5% owner, your Required Beginning Date is the April 1 of the calendar year following the later of (1) the calendar year in which you attain age 70 ½ or (2) the calendar year in which you cease to be employed in Covered Service.

Important: If you do not begin receiving payment of your Individual Account by your Required Beginning Date, you may be assessed a 50% excise tax by the Internal Revenue Service on the portion of your Individual Account that is determined to be a late “minimum distribution.” Therefore, it is important that you keep the Fund Office informed of your current address and contact the Fund Office well in advance of reaching your Required Beginning Date to avoid receiving a late minimum distribution.

19. What is the exact amount of money I will get when I terminate my account?

Due to unknown changes in your future work history, changes in future Contributions, market fluctuations – upward or downward – the exact amount that you will receive in the future when you are eligible for benefits cannot be determined now. When benefits do become payable to you, the amount you will receive will be calculated as follows:

- Take the balance in your Individual Account as of the last Valuation Date. Do not include any amounts that have been forfeited due to a prior Five Year Break in Service;
- Add any Contributions made by Contributing Employers on your behalf after the Valuation Date, plus interest for the period from the last preceding Valuation Date to the date of payment using an interest rate approved by the Board of Trustees;
- Subtract any distributions made from your Individual Account since the last Valuation Date; and
- Multiply the resultant amount by the Vested Percentage.

20. How will my Individual Account balance be paid out?

When you are entitled to receive your Individual Account balance, it will be paid to you directly in a single lump sum. You also have the option to request a direct rollover to another Eligible Retirement Plan that will accept your rollover (see Question 25). If your Individual Account balance is at least \$1,000 and the Fund Office has been unable to contact you at your last known address, the Board of Trustees may automatically make a rollover to an IRA established for this purpose.

21. Can I obtain money in my Individual Account before retirement to address specific financial needs? In other words, does the Plan offer loans or hardship distributions?

No. Because the purpose of the Plan is to provide a source of funds when you retire, it does not offer loans to Participants or permit hardship distributions that would potentially reduce the money available to Participants at retirement.

TAXES

Important: This section includes a very general discussion concerning taxes. It is not intended to represent nor can it be relied upon as professional tax advice. Should you have any questions related to tax related issues, you should retain the services of a personal financial or tax professional. The Plan accepts no responsibility for your personal financial planning or tax liabilities associated with your Plan benefits.

22. Do I have to pay taxes on the money in my Individual Account?

Employer Contributions and investment earnings credited to your Individual Account are not considered to be taxable income until you receive the money. When you are paid money from your Individual Account, the money will be reported by the Plan to the appropriate federal, state and local tax agencies.

23. Can I continue to defer taxes on the money from my Individual Account after it is distributed by the Plan?

Yes, provided that the form of distribution qualifies as an “eligible rollover” (See Question 24) and you rollover all or a portion of your Individual Account distribution into an individual retirement account (IRA) or other eligible retirement plan, as defined by the IRS. You will receive information as to your rollover options when you apply for payment of your Individual Account.

24. Will monies be withheld from distributions from my Individual Account?

Your Individual Account is payable in a lump sum. Lump sum payments from qualified retirement plans are treated by the Internal Revenue Service as “eligible rollover distributions.” This means that you may directly “rollover” all or a portion of your Individual Account balance to an IRA or other tax-exempt retirement plan. Any portion not rolled over in this manner is subject to an automatic 20% withholding before it is paid out to you. Note that if you defer payment of your Individual Account to your Required Beginning Date, any portion of your Individual Account balance that the Internal Revenue Service regards as a required minimum distribution under Internal Revenue Code § 401(a)(9) is not an eligible rollover distribution and is neither subject to the 20% withholding nor eligible to be rolled over into another plan.

Note that this is a tax withholding rule and not a separate tax. Any withheld amounts are applied to your tax liability for the year in which the distribution is made. You will be given complete information when you apply for benefits and the opportunity to elect or reject rollover treatment if your benefit is subject to the 20% mandatory withholding.

When you terminate your account, you could be dealing with substantial amounts of money. It may be to your advantage to discuss your options with a competent tax advisor – whether payment of your account should be paid to you in a lump sum *or* rolled over to an individual

retirement account (IRA) or other tax-exempt retirement plan designated by you. The Fund Office does not and cannot provide advice on this or other tax-related matters.

25. What are the types of eligible retirement plans that can accept eligible rollovers?

Different types of plans are available to accept rollovers and it also depends on whether you are the Plan Participant, the surviving Spouse, surviving non-Spouse beneficiary or alternate payee under the terms of a Qualified Domestic Relations Order (QDRO). In addition, the eligible rollover retirement plan chosen by you must agree to accept the rollover payment. While a plan may be permitted to accept rollovers, it is not required to do so.

| AVAILABLE TYPES OF ELIGIBLE RETIREMENT PLANS | | | |
|---|--------------------|---|-------------------------------|
| <i>Type of Eligible Retirement Plan</i> | <i>Participant</i> | <i>Spouse (including Alternate Payees under a QDRO)</i> | <i>Non-Spouse Beneficiary</i> |
| Individual Retirement Plan described in Internal Revenue Code § 408(a) or Individual Retirement Annuity described in Internal Revenue Code § 408(b) | Yes | Yes | Yes (“Inherited” IRA only) |
| Section 401(a) Qualified Trust | Yes | Yes | No |
| Section 403(a) Qualified Trust | Yes | Yes | No |
| Section 403(b) Annuity Contract | Yes | Yes | No |
| Section 457(b) Eligible Plan | Yes | Yes | No |
| Important: The preceding eligible rollover discussion, including this table, only summarizes some selected points and issues. It is not intended to be used by itself as your sole guide in making decisions concerning how your benefits are to be distributed. You will be provided with a notice describing your rollover rights and options when you apply for payment of your Individual Account. | | | |

26. Are there early distribution tax penalties?

If you are younger than age 59 ½ and do not roll over the distribution from your Individual Account, the amount distributed may be subject to an additional 10% tax (Note – This is different from the 20% withholding requirement which is not, itself, a tax.).

27. Can the Fund Office assist me with some of the tax issues discussed above, including determining my tax liabilities, whether or not to rollover my money or how much to withhold?

No. The Fund Office cannot provide individual tax advice. The laws and rules pertaining to personal income taxes can be very complicated and each individual person’s situation is different. It is your responsibility to satisfy your tax obligations with respect to any withdrawn monies. However, the Fund Office will provide you with certain required documents pertaining to taxes, such as the W-4P form for tax withholding elections, explanation of eligible rollover distributions and will report amounts distributed with an assigned distribution code to the appropriate governmental agencies.

DESIGNATING A BENEFICIARY, ASSIGNMENT OF BENEFITS AND QUALIFIED DOMESTIC RELATIONS ORDERS (QDRO)

28. Who will receive my benefits if I die prior to retirement?

If you are partially or fully vested and die prior to receiving a distribution of the vested portion of your Individual Account, your account will be paid to your designated Beneficiary. You must designate a Beneficiary using a form provided by the Plan. You may change your Beneficiary designation at any time by completing a new Beneficiary form provided by the Plan. In order to be valid, any Beneficiary designation must be received by the Fund Office prior to your death.

If there is no designated Beneficiary, payment of your vested portion will be made to individuals in the following order:

- your surviving Spouse; or if none,
- your surviving children in equal shares; or if none
- your surviving natural parents in equal shares; or if none
- your surviving brothers and sisters in equal shares; or if none
- your estate.

Payment will be made in a single lump sum. The recipient may elect to rollover all or some of the lump sum to an eligible retirement plan as described in Question 25.

29. May I assign my benefits to another party?

Neither you nor your Spouse or Beneficiary can pledge or assign any of the benefits payable by the Plan. However, your benefits are subject to the provisions of the Internal Revenue Code for the garnishment of Individual Accounts for income tax purposes and to assignment under a Qualified Domestic Relations Order (QDRO) filed with the courts pursuant to state domestic relations law.

30. What if I become divorced?

If you become divorced, your Individual Account balance may be divided as part of your marital settlement under the terms of a Qualified Domestic Relations Order (“QDRO”). Separation from your Spouse – even legal separation – is not sufficient to permit the Plan to divide and segregate the community property portion of your benefit.

A QDRO is a judgment, decree or order pursuant to state law relating to child support, alimony, or marital property rights directing that all or part of a Participant's benefit be paid to an Alternate Payee. In order for it to be "qualified," it must be delivered to the Individual Account Plan before payments can be made to an Alternate Payee, and the Individual Account Plan must approve its form. It must clearly specify:

- the name and last known mailing addresses of the Participant and each Alternate Payee covered by the order;
- the name of the Plan;
- the amount or formula for determining the amount payable to each Alternate Payee;
- the number of payments or period to which the order applies; and

The judgment, decree or order cannot require the Individual Account Plan to:

- provide the Alternate Payee or Participant with any type or form of benefit or any option, not otherwise provided under the Plan;
- provide an increased benefit determined on the basis of actuarial equivalence;
- pay benefits to any Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a QDRO; and
- 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.

You must provide the Fund with a copy of a Domestic Relations Order ("DRO") which will be reviewed to determine whether its terms comply with the laws permitting the assignment of benefits under a QDRO. The Fund will then notify you as to whether the DRO is "qualified."

You may obtain a copy of the Fund's QDRO procedures free of charge by contacting the Fund Office.

31. In the event of divorce, what rights does my former Spouse retain?

Your former Spouse's rights are those detailed within the QDRO. The terms and conditions of the QDRO are subject to negotiation between you, your Spouse, your legal representatives and the courts. Payment to an Alternate Payee is not automatic, but requires that the Alternate Payee file an application form in accordance with the application procedures established by the Board of Trustees.

APPLICATION AND CLAIMS AND APPEALS PROCEDURES

32. What is the application procedure for terminating my Individual Account?

Termination and withdrawal of your Individual Account is not automatic upon becoming eligible for a distribution. Rather, you must file an application approved by the Board of Trustees for the withdrawal of your Individual Account at least 30 days but no more than 180 days prior to the payment of any benefits. If you are married, your Spouse must consent to the distributions within the same time period.

When you notify the Fund Office that you intend to withdraw your Individual Account, you will be sent a packet containing an application, instructions for completing the application and other documents. Please fill out the forms completely. You will also be asked to provide copies of certain documents, such as your birth certificate, a marriage certificate (if you are married), tax records and court documents that may include a QDRO (if you are divorced).

Your application will not be considered complete until all the information required by the application is received by the Fund Office.

Your claim will be considered filed when your application is received by the Fund Office, without regard to whether all information necessary to make a benefit determination accompanies your application. If not all of the required information accompanies your application, the Fund Office will notify you, in writing, of:

- the standards on which entitlement to benefits is based;
- the unresolved issues that prevent a decision on the claim; and/or
- the additional information needed to resolve those issues.

The Fund Office will then review its records to determine if you are eligible to receive your Individual Account. If you qualify, and once a distribution is scheduled, the amount you will receive from your Individual Account balance or Accumulated Share will be determined.

33. How is my initial application (claim) for my Individual Account determined?

The initial determination of your benefits will be made within a reasonable period of time but not longer than 90 calendar days after the Fund Office receives your application for benefits. If the Plan Administrator determines that special circumstances require an extension of time for processing your claim, the Fund Office will notify you, in writing, prior to the expiration of the 90 days of the circumstances requiring the extension of time and the date by which the Plan expects to make a determination. The extension cannot be more than 90 calendar days from the end of the initial 90-day period.

If your claim is not acted upon within the time period described above, you may treat the claim as being denied and proceed to the appeals procedures.

34. What if my application (claim) for my Individual Account is denied?

If the Plan denies your application for benefits, in whole or in part, you will be notified in writing of the determination and be given the opportunity for a full and fair review of the benefit decision. The written notice of denial will include:

- The specific reason(s) for the denial;
- reference to the specific Plan provision(s) on which the denial is based;
- A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your rights to bring civil action under §502(a) of ERISA following an adverse benefit determination on review.

35. May I appeal any denial of my benefits?

Yes. If you apply for benefits and your claim is denied, or if you believe that you did not receive the full amount of benefits to which you are entitled, you have the right to petition the Board of Trustees for reconsideration of its decision. Your appeal must be in writing and filed within 60 days from the date of your denial letter. Failure to file your appeal within 60 days will constitute a waiver of your right to appeal. Please note that there is no particular form to use in filing an appeal of a benefits denial. You have the right to appoint in writing an authorized representative to act on your behalf in pursuing your claims appeal.

Your request for appeal must be in writing and state in clear and concise terms the specific items in your denial that you believe to be incorrect or incomplete. You may include any documents, records and other information related to the claim for benefits that you believe may support your case. A late application may be considered if the Board of Trustees finds that the delay in filing was for reasonable causes.

Upon request, you will be provided, free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits if they (1) were relied upon in making the claims decision, (2) were submitted, considered or created in the course of making the benefit determination even if not relied upon, (3) demonstrate that the Plan provisions have been followed and applied consistently with respect to cases involving similar circumstances, or (4) constitute a statement or policy or guidance with respect to the Plan concerning the denied benefit whether or not relied upon.

Review of your appeal will take into account all comments, documents, records and other information submitted by you regardless of whether such information was submitted in connection with your original claim. You do not have a right to appear before the Board of

Trustees or appeals committee of the Board, unless the Board concludes that such an appearance would be of value in enabling it to review the original denial of benefits.

36. What happens after my appeal is received by the Plan?

A properly filed appeal will be reviewed by the Board of Trustees (or by a committee authorized to act on behalf of the Board of Trustees) at its next regularly scheduled quarterly meeting. However, if the appeal is received within 30 days prior to such meeting, the appeal may be reviewed at the second quarterly meeting following the receipt of your appeal. If special circumstances require an extension of time, the Board of Trustees or committee will render a decision at the third scheduled quarterly meeting following the receipt of your appeal. The Fund Office will notify you, in writing, before the beginning of the extension of the special circumstances and the date that the Board of Trustees will make its decision.

The Board of Trustees will review all submitted comments, documents, records and other information related to your claim, regardless of whether the information was submitted or considered in the initial benefit determination. The Board of Trustees will not give deference to the initial adverse benefit determination.

You will receive written notification of the benefit determination on an appeal no later than 5 days after the benefit determination is made. In the case of an adverse benefit determination on the appeal, the written denial will include:

- The reason(s) for the determination;
- References to the specific Plan provisions on which the determination is based.
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits.
- A statement of your right to bring a court action under ERISA § 502(a).

No decision of the Board of Trustees shall be revised changed or modified by any arbitrator or court, unless the party seeking such action is able to show by clear and convincing evidence that the Board of Trustees' decision was an abuse of discretion in light of the information available to it at the time of its decision.

37. Am I required to arbitration my claim?

Yes, any ERISA claim (except for claims for benefits), dispute, or breach arising out of or in any way related to the Plan or its Trustees shall be resolved by final and binding arbitration, to be held in Alameda County, California.

Any arbitration must be brought by an individual participant and not on a class, collective, or representative basis.

AVAILABILITY OF PLAN DOCUMENTS

38. Are Plan documents available to Participants and Beneficiaries?

Yes. Copies of the Trust Agreement, Plan document and Amendments, Collective Bargaining Agreements and a full annual report (Form 5500) are available for inspection at the Fund Office during regular business hours and upon written request will be furnished by mail upon payment of reasonable charges. You should therefore find out what that charge will be before writing and asking for copies of these documents.

A copy of the summary of the Plan's annual report (Summary Annual Report) will be sent to the Plan participants once a year without charge.)

The Plan Trust Agreement provides that the Individual Employers shall not be required to make any further payments or contributions to the cost of operation of the Trust or of the Plan except as may be provided in the Collective Bargaining Agreements, Subscriber Agreements and the Trust Agreement.

**INFORMATION REQUIRED BY THE EMPLOYEE
RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

1. The Name of the Plan

Automotive Industries Individual Account Retirement Plan

2. Type of Plan

The Plan is a defined contribution profit sharing plan within the meaning of ERISA which is not a plan covered by the plan termination insurance provisions of Title IV of ERISA.

3. Plan's Employer Identification Number and Plan Number

The Employer Identification Number (EIN) assigned by the IRS is 94-1133245.
The Plan Number is 002.

4. Fiscal Year End Date

The Plan Year serves as the Plan's fiscal year and has a year-end date of December 31.

5. Type of Administration

The Plan is administered and maintained by a Board of Trustees consisting of an equal number of Union and Employer representatives. They have retained the services of a third party administration firm (Health Services & Benefit Administrators) to handle the day-to-day administration of the Plan. The address and telephone number of Health Services & Benefit Administrators (referred to as the "Fund Office") is:

Health Services & Benefit Administrators
4160 Dublin Blvd., Suite 400
Dublin, CA 94568
Telephone: (800) 635-3105
www.aitrustfunds.org

6. Name and Address of the Board of Trustees

Board of Trustees
c/o Health Services & Benefit Administrators
4160 Dublin Blvd., Suite 400
Dublin, CA 94568
Telephone: (800) 635-3105
www.aitrustfunds.org

The names and business addresses of individual Trustees are listed below:

UNION TRUSTEES

Jim Beno – Chairman
IAM & AW District Lodge 190
8201 Capwell Drive
Oakland, CA 94621

Don Crosatto
Local Lodge 1546
10260 MacArthur Blvd.
Oakland, CA 94605

Jim Schwantz
District Lodge 190
Local Union No. 1101
2102 Almaden Road, Suite 105
San Jose, CA 94124

Stephen Mack
International Teamsters Union
1640 Lake Chabot Terrace
San Leandro, CA 94577

Rich Morales
Local Union 1176
2020 Williams Street, Suite A1
San Leandro, CA 94577

EMPLOYER TRUSTEES

Thomas Dillion – Secretary
California Metal Trades Association
851 Burlway Road, Suite 302
Burlingame, CA 94010

John Dibernardo
SSA Terminals, LLC
700 Pier A Plaza
Long Beach, CA 90813

Ryan Thibodeau
UPS North Cal District
8475 Pardee Dr.
Oakland, CA 94621

7. Name and Address of the Person Designated as Agent for the Service of Legal Process

The service of legal process may be made upon Health Services & Benefit Administrators, a Plan Trustee or the Board of Trustees at the addresses shown in 5 and 6.

8. Source of Contributions to the Plan and the Availability of Collective Bargaining Agreements

The Plan is maintained pursuant to various Collective Bargaining Agreements. The Collective Bargaining Agreements provide for Contributions by Contributing Employers to the Trust on an agreed upon basis. There are no Employee contributions.

The Trust Agreement of the Automotive Industries Individual Account Retirement Plan provides that Contributing Employers shall not be required to make payments or contributions to the cost of operation of the Trust or of the Plan, except as may be provided in the Collective Bargaining Agreements, Subscriber Agreements or the Trust Agreement.

Copies of these agreements are available for inspection at the Fund Office during regular business hours and upon written request and payment of copying costs will be furnished by mail. A copy of any pension agreement that provides for contributions to the Plan will be available for inspection within 10 calendar days after a written request is received at any Union office or office of a Contributing Employer to which at least 50 Plan participants report to each day.

9. Identification of Contributing Employers

The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to this Trust with respect to the work of Participants in the Trust and, if the employer is a Contributing Employer, with the employer's address.

10. Amendment and Termination

The Board may amend, modify or terminate the Plan pursuant to authority under Article VIII of the Plan. No amendment or modification may reduce any benefits, which have been approved for payment prior to such amendment, so long as sufficient funds are available to provide such benefits.

Upon termination, the assets remaining, after providing for Plan expenses and for the payment of any Individual Accounts already approved, shall be distributed among Participants. In no event will the termination of the Plan or Trust result in any reversion of any assets to any Contributing Employer.

STATEMENT OF ERISA RIGHTS

As a Participant in the Automotive Industries Individual Account Retirement Plan, 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 (EBSA).

Obtain, upon written request to the Fund Office, 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 Fund Office may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Fund Office 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 (generally 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 case, the court may require the Plan 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 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 status of a qualified 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 if, for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), 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, or visit the EBSA website at www.dol.gov/ebsa/. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA

This explanation of the Individual Account Retirement Plan is no more than a brief and very general statement of the most important provisions of the Individual Account Retirement Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret or extend or change in any way the provisions expressed in the Plan itself. The rights of an employee can only be determined by consulting the actual text of the Individual Account Retirement Plan. The complete text of the Individual Account Retirement Plan is printed in the last part of this booklet.

Only the full Board of Trustees is authorized to interpret the Plan or benefits described in this booklet. No Employer, nor any representative of any Employer or Union, is authorized to interpret this Plan on behalf of the Board nor can such person act as an agent of the Board of Trustees.

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