Hourly Employees Pension Plan

<u>Lathrop USW Hourly Employees</u>

Summary Plan Description

PILKINGTON
NSG Group Flat Glass Business

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INTRODUCTION

This summary plan description explains the principal features of the Hourly Employees Pension Plan as it applies to the collectively bargained agreement between Pilkington North America, Inc. and the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (which includes the former Aluminum, Brick and Glass Workers International Union, AFL-CIO, CLC) for eligible employees at the Company's Lathrop, California Plant. Should there be a need for interpretation of any Plan provision; the official document takes precedence over this summary.

If you have questions concerning your retirement plan benefits, you should call the Your Benefits Resources Center at **1-800-568-4015** or visit the Plan's web site at **www.yourbenefitsresources.com/pna**. You may also send a written inquiry to the Your Benefits Resources Center at 100 Half Day Road, P.O. Box 1430, Lincolnshire, IL 60060.

PLAN PARTICIPANTS

If you were hired prior to January 1, 1989, you became a participant in the Plan on your first day of employment. Employees hired after December 31, 1988, are not eligible to participate in the Plan.

If you are still employed by the Company, you have previously met the vesting requirements of the Plan. This means that you are fully vested and will be entitled to receive a monthly pension benefit when you reach a qualifying age.

ELIGIBILITY SERVICE

Continuous service used to determine the amount of your benefit was frozen as of December 31, 1988. However, service to determine eligibility for a retirement option having a service requirement (i.e. Special 30, Special Early) will continue to be calculated. When you retire under one of the types of retirement explained in the following pages, calculation of your pension benefit always begins by multiplying your total years of continuous service (frozen as of December 31, 1988) by a rate determined by agreement between the Company and the Union as set forth in the Plan.

After January 1, 1989, you will receive service to determine eligibility for one of the retirement options as follows:

- You will receive credit for one year of eligibility service if you complete 1633 or more hours of work in a calendar year.
- You will receive a partial year of eligibility service if you complete less than 1633 hours of work in a calendar year, prorated as follows:

Hours Worked	Eligibility Service
1491 up to 1633	11 months
1349 up to 1491	10 months
1207 up to 1349	9 months
1065 up to 1207	8 months
923 up to 1065	7 months
781 up to 923	6 months
639 up to 781	5 months
497 up to 639	4 months
355 up to 497	3 months
213 up to 355	2 months
71 up to 213	1 month

- If you are absent from work during any time on or after January 1, 1989 because of layoff or Company-approved sick leave, and have worked at least 170 hours during that calendar year, you will be credited with 40 hours for each calendar week of such absence during that year in addition to any hours you might have worked.
- The total allowed of these "lost-time" credits is 1534 hours. For example, if you work at least 170 hours in a calendar year and cannot work any more that year, you receive a full year of eligibility service (170 + 1534 = 1704 hours).
- If you work 710 hours or five months and then are laid off, you receive an additional seven months of credit at the rate of 40 hours per week to give you a full year of eligibility service. If your layoff continues into the following year, you continue to receive 40 hours credit for each calendar week of absence until the 1534 hours are used up.
- If you are recalled from layoff during the following year and work 170 hours during that year, you will then receive a full year of eligibility service even though your previous "bank" of 1534 hours has run out.

You do not lose eligibility service for service in the armed forces of the United States. If your separation from such service is other than dishonorable and if you return to work within 90 days after such separation, you are credited with 1/12 of a year for each calendar month of such service, including the portion of the 90-day post-separation period you use before you return to work.

You do not lose eligibility service for a leave of absence to serve full-time as an officer in the Union or for hours engaged in Union business with Company representatives, because of jury duty, or because of injury or disease sustained in the course of employment with the Company for which you receive Workers' Compensation benefits.

Around April 1 of each year, the Your Benefits Resources Center sends to each employee and to the Union a statement of eligibility service credited during the preceding calendar year and the total amount of service credited since employment. If you do not agree with this statement, you can ask to have your service record reviewed, but you must do so within 30 days after the statement is issued.

If you do not file an objection, or, if in subsequent arbitration the eligibility service credits in your statement stand, the statement will be final and binding and cannot be later appealed.

Eligibility service is broken by quit or discharge from employment. An employee who fails to return to work as required under the labor agreement is deemed to have quit.

Eligibility service credit is not given for personal leaves of absence.

DETERMINATION OF AGE

In addition to eligibility service, your date of birth has an important bearing on all of your retirement options under the Plan.

Your date of birth now on Company records will not be changed unless you present a valid, original birth certificate in requesting such change. Once you have retired, the date of birth on Company records at the time of retirement will not be changed for any reason.

RETIREMENT BENEFITS

Normal Retirement Age

You are eligible to receive a Normal Retirement Benefit if you retire at or after age 65.

Regular Early Retirement

You are eligible to receive a Regular Early Retirement Benefit if you retire at age 60 to 65 with a minimum 10 years of eligibility service or at least age 55 with a combined years of age and eligibility service totaling 85. This amount is reduced by a percentage formula depending upon the number of calendar months to your next birthday. There is no reduction if retirement occurs after age 62.

If you take Regular Early Retirement at or after age 60 but before age 62, you may elect the **Early Social Security Adjustment Option**.

The Early Social Security Adjustment is the sum of two benefits:

- The Regular Early Retirement Benefit, based on years of service times a rate, reduced according to the early reduction percentage, and
- $96 per month, reduced by 5/9ths of one percent for each complete calendar month you are under age 62 at the time of your retirement.

You will receive these two benefits from the date of your retirement through the month in which you attain age 62. The following month, your benefit will be reduced a full $96, and the resultant amount will be your monthly benefit.

A Survivor benefit is payable only on the Regular Early Retirement Benefit, not on the $96 payment.

Special 30-Year Service Benefit
You are eligible to receive a Special 30-Year Service Retirement Benefit if you retire after you attain age 56 and have 30 or more years of eligibility service.

However, If the employee had 30 or more years of eligibility service in the pension plan as of December 31, 1995, the employee does not have to have attained age 56 to be eligible for the above Special 30 Year Retirement benefit.

A special benefit is payable until age 62, the amount in accord with the union contract in effect at the time of retirement. Upon attaining age 62, the benefit is converted to a Normal retirement benefit. If you are or later become eligible for disability benefits under the Social Security Act prior to the month you attain age 62, your benefit will be re-calculated on the same basis as a Disability retirement for a participant having 30 or more years of eligibility service.

Special Early Retirement Benefit
You are eligible to receive a Special Early Retirement Benefit if you retire between the ages 60 and 65 with at least 15 years of eligibility service. The benefit is two times your Normal retirement benefit plus $200 per month payable until age 65. At age 65, the benefit is reduced to a Normal retirement benefit. If you are or later become eligible for disability benefits under the Social Security Act prior to the month you attain age 65, your benefit will be re-calculated on the same basis as a Normal retirement benefit.

Deferred Vested Benefit
If your employment terminates after you are vested but before you are eligible for one of the above types of retirement, you may elect a Deferred Vested Normal retirement at age 65 or a reduced Deferred Vested Early retirement between the ages of 60 and 65 based on the rate in effect at the time of your termination of employment.

The Plan may elect to pay deferred vested retirement benefits to a former employee or that former employee's spouse in an equivalent lump sum of money in lieu of monthly benefits. If you are offered a lump sum and the value of such benefits is between $5,000 and $25,000, you and your spouse must consent to receive such payment. If the value is less than $5,000, no consent is required.

SURVIVORSHIP OPTION ELECTION AT RETIREMENT

If you are married on the date of your retirement, your benefits will automatically be paid in the form of a joint and survivor annuity. Under this option, you receive a reduced retirement benefit during your lifetime and your surviving spouse receives a lifetime benefit equal to 60% of the reduced amount for his or her remaining lifetime. (A 75% survivor option is available as another option to those who retire on or after January 1, 2008.)

The amount of that your benefit is reduced depends on the age of you and your spouse. If you and your spouse are less than six full years apart in age, your benefit is reduced to 95% of the amount you would have otherwise received. If you are more than five full years younger than your spouse, the 5% reduction is decreased by one-half per cent for each full year of difference over five years. For example, if you are a full seven years younger than your spouse, the reduction percentage would be 4%. You would then receive a benefit reduced to 96%.

If your spouse is more than five full years younger than you, the percentage reduction is increased by one-half per cent for each full year of difference over five years. For example, if your spouse is eight full years younger than you are, the reduction percentage would be 6.5%. You would then receive a benefit reduced to 93.5%.

The benefit payable to the surviving spouse of a retiree receiving a Special 30 Year, Special Early or Disability retirement shall be based only on the monthly benefit that would have been payable to such employee after age 65.

If you do not wish to receive benefits in the form of a joint and survivor annuity, your spouse must consent in writing to your election not to provide the survivorship option.

If you are not married on the date of your retirement, or if you and your spouse elect not to receive the survivorship option, you will receive a benefit from the Plan for your life. No benefits will be paid by the Plan after your death.

REVOCATION OF SURVIVORSHIP OPTION

Your survivorship benefit election is irrevocable after your retirement unless your spouse predeceases you or you are divorced (subject to the requirements of a Qualified Domestic Relations Order). In such case, you may cancel the survivor election and have your monthly pension restored to the amount which would have otherwise been payable without such election. The benefit will be restored on the first day of the third month following the month in which the Your Benefits Resources Center receives written revocation of the election along with satisfactory evidence of your spouse's death or your divorce. The survivorship retirement benefit cannot be transferred to another spouse if you should remarry.

SURVIVORSHIP BENEFIT BEFORE RETIREMENT

If you die before you retire from the Company, your surviving spouse may be eligible for one of the following survivorship benefits for his or her lifetime.

Vested and Already Met the Eligibility Requirements to Retire

Your surviving spouse will receive an Automatic Survivorship benefit equal to the amount your surviving spouse would have received if you had applied for retirement on the date of your death and elected the Survivorship Option.

Vested but Not Yet Met the Eligibility Requirements to Retire

Your surviving spouse will receive a pre-retirement survivor benefit equal to 50% of the amount of a Vested Normal retirement benefit based on your continuous service (frozen as of December 31, 1988). This retirement benefit may start at any time after you would have attained age 60 (had you not died), but will be actuarially reduced if it starts before you would have attained age 65.

BASIC BENEFIT RATES

The amounts shown in the following chart are multiplied by your years and months of continuous service frozen as of December 31, 1988 to determine your basic retirement benefit.

<u>Basic Benefit Rates For Retirements on or After 11/1/95</u>

$23.00 per month times the first 18 years of continuous service
plus
$25.00 per month times the next 10 years of continuous service
plus
$27.30 per month times all remaining service

NORMAL RETIREMENT

Eligible participants qualify for Normal Retirement at age 65. This is an example of how a Normal retirement is calculated:

An employee attains age 65 and retires on the first day of the following month. He has 19 years, 10 months of service as of December 31, 1988. He and his spouse are less than six full years apart in age.

Computation of Monthly Benefit (19 years and 10 months of pensionable service):

18	(1st 18 years of service)	x	$23.00 (benefit rate)	=	$ 414.00
1-10/12	(remaining service)	x	$25.00 (benefit rate)	=	$ 45.83
19-10/12			Single Life Benefit	=	$ 459.83

Retiree Benefit (after survivor option factor applied): $459.83 x 95% = $436.84

Survivor Benefit (upon death of retiree): $436.84 x 60% = $262.10

REGULAR EARLY RETIREMENT

To qualify for Regular Early Retirement, you must be at least age 60 with 10 years or more of eligibility service, or at least age 55 with combined years of age and eligibility service totaling 85 or more. Election of a Regular Early retirement results in a percentage reduction in the benefit to the amounts as shown in the following table:

Age When Retirement Commences	% of Benefit*
55	57.9
56	63.5
57	69.4
58	75.2
59	80.8
60	86.7
61	93.3
62 and over	100.0

*The percentages are pro-rated on the basis of the number of complete calendar months by which the employee is under the age he will attain at his next birthday.

This is an example of how a Regular Early retirement is calculated:

An employee attains age 55 and retires on the first day of the following month. He has 14 years, 2 months, of service as of December 31, 1988. He and his spouse are less than six full years apart in age.

Computation of Monthly Benefit:

14 2/12 (1st 18 years of service) x $23.00 (benefit rate) = $325.83

$325.83 x 58.4% (early reduction factor) = single life annuity of $190.28

Retiree Benefit (after survivor option factor applied): $190.28 x 95% = $180.77
Survivor Benefit (upon death of retiree): $180.77 x 60% = $108.46

If you take Regular Early Retirement at or after age 60 but before age 62, you may in addition elect the Early Social Security Adjustment Option described previously.

SPECIAL 30 YEAR SERVICE RETIREMENT

To qualify for the Special 30 Year Service Retirement, you must have 30 or more years of eligibility service. The following table shows the total monthly benefit paid to Special 30 Year retirees:

Special 30 Year Service Retirement

Date of Retirement	Prior to Age 62*	Age 62**
11/1/98 and after	$1,315.00	Normal Benefit

* If you are not eligible for Social Security benefits for the month you attain age 62, you will receive the prior to age 62 retirement benefit for the month following the month you attained age 62.

** The Normal retirement benefit will be based on the benefit rate applicable to the date of your retirement multiplied by your continuous service frozen as of December 31, 1988.

The monthly retirement benefit prior to age 62 shown in the above table is the sum of a reduced Regular Early retirement benefit based on years of service times a rate reduced for early retirement, and a supplemental benefit to bring the monthly retirement benefit to the total amount applicable to the date of retirement.

This is an example of how a Special 30 Year retirement is calculated:

An employee with over 30 years of eligibility service attains age 57 and retires on the first day of the following month. He has 19 years, 10 months of continuous service as of December 31, 1988. He and his spouse are less than six full years apart in age.

Computation of Monthly Benefit:

18	(1st 18 years of service)	x	$23.00 (benefit rate)	=	$414.00
1-10/12	(remaining service)	x	$25.00 (benefit rate)	=	$ 45.83
19-10/12					$ 459.83

$459.83 x 69.9% (early reduction factor) = $ 321.42
Special 30 Year Supplement = 993.58
Total = $1,315.00
$459.83 x 95% (survivor option factor) = $436.84

$459.83 - $436.84 = $22.99 (cost of survivor option)

$1,315.00 Total
- 22.99 Cost of Survivor Option
$1,292.01 Total retiree benefit payable to age 62

At age 62, the benefit is recomputed as follows:

Retiree Benefit: $459.83 x 95% (survivor option factor) = $436.84
Survivor Benefit: $436.84 x 60% = $262.10

If the retiree should die at any age, his surviving spouse would receive $262.10 per month as a survivor benefit for her lifetime.

SPECIAL EARLY RETIREMENT

To qualify for Special Early Retirement, you must have at least 15 years of continuous service and must be at least age 60, but under age 65. The Special Early retirement consists of a basic retirement benefit computed by multiplying your years of continuous service as of December 31, 1988 by the rate in effect on your date of retirement, plus an additive paid until you attain age 65. The additive is equal to the amount of your basic retirement benefit plus $200 per month. This benefit is often referred to as the double dip.

At age 65, the Special Early retirement is reduced to a Normal retirement benefit by elimination of the additive.

This is an example of how a Special Early retirement is calculated:

An employee attains age 60 and retires on the first day of the following month. He has 20 years of continuous service as of December 31, 1988. He and his spouse are less than six full years apart in age.

Computation of Monthly Benefit:

18	(1st 18 years of service)	x	$23.00 (benefit rate)	=	$414.00	
2	(remaining service)	x	$25.00 (benefit rate)	=	50.00	
20					$464.00	(Basic Benefit)

$ 464.00 Basic Benefit
+ 464.00 Special Early Additive - Basic Benefit
+ 200.00 Special Early Additive -
$1,128.00 Total

Retiree Benefit:

$ 440.80 Reduced Basic Benefit - $464.00 (Basic Benefit) x 95% (survivor option factor)
+ 464.00 Special Early Additive - Basic Benefit
+ 200.00 Special Early Additive - Other
$1,104.80 Total Monthly Benefit Payable Until Age 65

On the first of the month following the retiree's 65th birthday, the benefit is reduced to $440.80 per month for the retiree's remaining lifetime.

Survivor Benefit: $440.80 x 60% = $264.48

If the retiree should die at any age, his surviving spouse would receive $264.48 per month as a survivor benefit for her lifetime.

DISABILITY RETIREMENT

To apply for Disability retirement you must have at least 10 years of eligibility service and must have become totally and permanently disabled while actively employed (prior to being laid off or going on leave) or within the first eighteen months of any layoff, medical leave or leave of absence. There is no rule on minimum age. You must have been totally and permanently disabled for at least six consecutive months before applying for this type of retirement. You will be deemed to be totally and permanently disabled only if:

- You are not engaged in regular employment or occupation for remuneration or profit, and
- On the basis of medical evidence satisfactory to the Pension Board (and subject to the appeals procedure) you are found to be wholly and permanently prevented from engaging in regular employment or occupation with the Company at the plant or plants where you have seniority, for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause, but excluding disabilities resulting from service in the armed forces in any country unless you become totally and permanently disabled after you have accumulated at least 10 years of seniority in the bargaining unit following your separation from service in the armed forces, and
- Such total and permanent disability shall have continued for six consecutive months, and
- Application for disability retirement is made not later than twenty-four (24) months following the date you last worked in the bargaining unit.

Your "Notice of Intent to Retire" under a Disability retirement must be received by the Company in writing not later than 24 months after your last day of work. The "Notice of Intent to Retire" form must be accompanied by a written statement from your physician outlining the actual disability, its history and an opinion from the physician that the disability will be total and permanent.

Upon acceptance of the Notice of Intent to Retire and the physician's statement, the Human Resource manager, or his designate, will promptly arrange an appointment with a physician retained by the Company. If, after the examination, the physician submits a written report finding you totally and permanently disabled, the Retirement Board will approve the application and authorize payment of Disability retirement benefits.

Appeals Procedure – Total and Permanent Disability

If the Retirement Board rules, on the basis of medical evidence submitted, that you are not totally and permanently disabled, you will be notified of this decision and of your right to appeal under terms of the Plan.

If an appeal is requested, your physician and the Company physician are asked to name a third physician agreeable to both of them to examine you and render a deciding opinion. If the third physician decides you are totally and permanently disabled, you will be retired from the effective date of retirement listed on your Notice of Intent to Retire. If the physician rules that total and permanent disability does not exist, you will be so notified.

Disability Benefit Rate

The Disability retirement rate is the same as the Normal retirement rate in effect at the time of retirement. This is an example of how a Disability retirement is calculated:

After waiting the required six month period, an employee applies for disability retirement. He has 10 years of continuous service as of December 31, 1988. He and his spouse are less than six full years apart in age.

<u>Computation of Monthly benefit</u>:
10 (years of service) x $23.00 (benefit rate) = $230.00

Retiree Benefit: $230.00 x 95% (survivor option factor) = $218.50
Survivor Benefit: $218.50 x 60% = $131.10

Temporary Monthly Disability Benefit

When you apply for Disability retirement benefits, you are also expected to apply for Social Security disability benefits. If the Social Security Administration denies your claim for benefits, you are eligible to receive a temporary benefit from the Plan. The temporary benefit is paid at the rate of $14 times your years of continuous service as of December 31, 1988, up to a maximum of 25 years or $350. This benefit is in addition to your regular disability benefit, and is not reduced by the survivor option factor.

You must appeal the Social Security Administration's refusal to pay disability benefits. If your appeal is successful, you must <u>reimburse</u> the pension trust for temporary benefits paid to you in any month for which you receive retroactive Social Security benefits. If your appeal is denied, payment of your temporary benefit continues until you attain age 65 or earlier date if you subsequently qualify for unreduced Social Security benefits.

If the survivorship option is elected, this benefit is calculated only on the regular Disability benefit and not on the temporary benefit.

Disability Benefit with 30 Year Supplemental Allowance

If you retire on Disability but also qualify at the time of your retirement for a Special 30 Year pension, you will receive a supplemental allowance to bring your benefit up to the Special 30 Year benefit <u>less</u> the amount of temporary benefit you would be eligible to receive if you were turned down for Social

Security disability benefits. If you are turned down for Social Security disability benefits, you are credited with the temporary benefit, in effect giving you a full Special 30 Year service pension.
At age 62, the Disability with 30 Year supplement is reduced in the same manner as the Special 30 Year retirement. You must refer to the Special 30 Year retirement section for specific examples.

DEFERRED VESTED RETIREMENT
If you leave Company employment after becoming vested but before you are eligible for an immediate monthly pension benefit, you may elect a Deferred Vested Normal retirement benefit at age 65 or a Deferred Vested Early retirement benefit as early as age 60. The vested benefit is based on the basic benefit rate in effect on your date of termination.

If you elect a Deferred Vested Early retirement, your benefit will be reduced by 5/9ths of one percent for each complete calendar month you are under age 65 when payments begin.

SPECIAL $5.06 SUPPLEMENT
If you retire on a Normal, Early, Special Early, Special 30 Year or Disability retirement, you will receive an additional supplemental payment of $5.06 per month for your lifetime. This payment is not payable to surviving spouses.

This supplemental payment is over and above those retirement benefits detailed in the previous sections.

EFFECT OF OTHER INCOME ON BENEFITS
Any benefits payable under the Plan will be reduced by the amount of any retirement benefits payable from any other Company or governmental source to which the Company contributes, with the exception of Social Security retirement benefits, the Company's defined contribution plans and Workers' Compensation benefits.

HOW TO REQUEST BENEFITS
If you have not yet begun to receive your benefits, your request to retire must be received by the Your Benefits Resources Center no earlier than 90 days prior to your retirement date, and at least 30 days before your retirement date.

To begin the retirement process (for other than a disability retirement), log on to the plan's web site at **http://www.yourbenefitsresources.com/pna** or call the Your Benefits Resources Center at **1-800-568-4015** to request a Retirement Kit. The kit includes information on the annuity payment options available to you, descriptions of the options, and a worksheet to help you make your decisions. (See the "Disability Retirement" section for specific procedures to follow in that situation.)

On the web site, you can view or print the kit or request that one be mailed to you. If you call the Your Benefits Resources Center, follow the prompts to speak with a Customer Service Associate.

After you have reviewed the Retirement Kit, you can choose your payment option and any federal and/or state tax withholding on the web site or by calling the Your Benefits Resources Center.

A Confirmation Statement showing your elections and an Authorization Form will be mailed to you. You must sign the Authorization Form and return it to the Your Benefits Resources Center at 100 Half Day Road, P.O. Box 1430, Lincolnshire, IL 60060 for processing.

PAYMENT OF BENEFITS

Plan benefits are paid in monthly installments in advance on the first business day of the month. You may receive your payment by check, or you may elect to have your payments deposited directly into your bank account.

CHANGE OF ADDRESS

It is your responsibility to keep the Plan advised of any change in your address. If you are retired or have terminated employment with a vested retirement benefit and have a change of address, you will need to call the PNA Benefits Center located in Toledo, Ohio at **1-800-685-4335**. If you are still employed, contact your Human Resources representative to submit your change of address.

RETIREMENT PLAN FUNDING

The Company makes contributions to a trust fund held by a bank as trustee for the Plan. Contributions to the trust fund are invested by the trustee in accordance with directions from investment managers. The amount of contribution is actuarially determined. Retirement benefits are paid in accordance to the provisions of the Plan from the funds held by the trustee.

Your Plan benefits are not subject to the claims of your creditors. However, the Plan may be required to pay a portion of your benefits to a former spouse under a court decree known as a qualified domestic relations order (QDRO). Plan participants and potential alternate payees can obtain, without charge, a copy of the QDRO procedures by calling the Your Benefits Resources Center at **1-800-568-4015**. Final domestic relations orders that have been approved by the court should be sent to the Your Benefits Resources Center for review and qualification by the Plan. The mailing address is as follows:

Your Benefits Resources Center
100 Half Day Road P.O. Box 1430
Lincolnshire, IL 60060

PLAN ADMINISTRATION

The Plan is administered by the Retirement Board. The Board's members are personnel appointed by the Company. The Board has the authority to make decisions about operation of the Plan, including interpretation of Plan provisions, and determining actuarial equivalents, eligibility for benefits and the amount of benefits.

COLLECTIVE BARGAINING AGREEMENT

The Plan is maintained under collective bargaining agreements between the Company and the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (Includes the former Aluminum, Brick and Glass Workers International Union, AFL-CIO, CLC). You or your beneficiary may request a copy of the collective bargaining agreement by contacting the Plan Administrator. Or you may review a copy of the agreement in the Plan Administrator's office or your local union office.

PLAN AMENDMENT OR TERMINATION

The Company intends to continue the Plan indefinitely, but reserves the right to change or end the Plan at any time. The Plan would end automatically if the Company ceased to exist and no successor organization continued the Plan. The Plan will automatically terminate upon termination of the collective bargaining agreement, unless the Company and the Union agree to the contrary. In the event of termination of the Plan, the Company and/or its officers, directors or shareholders will not have any liability or obligation to make further contributions to the trust fund or to pay benefits under the Plan. In such event, benefits will be paid solely from the trust fund or by the Pension Benefit Guaranty Corporation pursuant to Title IV of the Employee Retirement Income Security Act of 1974.

Plan ends, all participants would be fully vested in their earned benefits to the extent the benefits are funded at that time. The money in the Plan's trust, to the extent possible, would be used to provide the benefits due according to the priority required by law. Generally the funds would first be used to provide the benefits of retired participants and older participants with long service and then would be used to provide the benefits of younger, shorter-service participants.

No funds could be returned to the Company unless all earned benefits have been fully provided. Benefits may be paid as soon as the Plan termination has been approved by government agencies, or payment could be deferred to a later time. The Plan Administrator, with government approval, if applicable, will determine when benefits are to be paid. If benefits are not fully funded, a portion of your benefits may be payable from the Pension Benefit Guaranty Corporation.

If the plan should end completely or in part, all plan participants affected by the termination would have full rights to their plan benefits, regardless of their service. The money in the plan trust fund would be paid out in the order shown below:

- to provide benefits for participants or their beneficiaries who were receiving benefits at the beginning of the three-year period ending on the plan's termination date
- to provide benefits for participants or their beneficiaries who would have been receiving benefits during the three-year period ending on the plan's termination date if the participants had retired before the beginning of that three-year period and elected to have benefits start at the beginning of that period.
- to provide benefits required to be paid by law
- to provide all other non-forfeitable benefits under the plan
- to provide all other plan benefits

In general, if the plan trust fund should not be enough to pay all of these benefits in full, the plan would divide the money available among plan participants based on the value of their benefits. You would receive more detailed information at the time the plan ended.

As explained earlier, if any money remains in the trust fund after all of the plan's benefit obligations have been met in full, to the extent allowed by law, it will be paid back to the company.

PENSION BENEFIT GUARANTY CORPORATION (PBGC)

Your retirement benefits under this Plan are insured by the PBGC, a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay benefits. Most people receive all of the retirement benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- Normal and early retirement benefits;
- Disability benefits if you became disabled before the Plan terminates; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates;
- Some or all of the benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- Benefits that are not vested because you have not worked long enough for the Company;
- Benefits for which you have not met all of the requirements at the time the Plan terminates; and
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC, depending on how much money the Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator; contact the PBGC's Technical Assistance Division at 1200 K Street NW, Suite 930, Washington, DC 20005-4026; or call 1-202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site at http://www.pbgc.gov.

OTHER PLAN AND TECHNICAL INFORMATION

This section contains technical information which the Company is required to provide to you under the Employee Retirement Income Security Act of 1974 (ERISA):

Employer & Plan Administrator	Pilkington North America, Inc.
Agent for Service of Legal Process	Office of General Counsel Pilkington North America, Inc. Plan Trustee or Plan Administrator
Address and Telephone Number of Employer, Plan Administrator and Agent for Service of Legal Process	811 Madison Avenue P.O. Box 799 Toledo, OH 43697-0799
Employer Identification Number	34-1506654
Plan Fiscal Year	Calendar Year

Name of Plan	Hourly Employees Pension Plan
Plan Number	040
Type of Plan	Defined Benefit
Type of Administration	Employer Appointed Retirement Board
Trustee	Northern Trust Company 50 South LaSalle Street Chicago, IL 60675
Plan Record keeper	Hewitt Associates, LLC 100 Half Day Road Lincolnshire, IL 60060
Union whose members are represented	United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (Includes the former Aluminum, Brick and Glass Workers International Union, AFL-CIO, CLC).

Your Rights and Protection under the Employee Retirement Income Security Act of 1974 (ERISA)

As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA), which are listed below.

How to Receive Information about Your Plan and Benefits

As a Plan participant, you are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, 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 insurance contracts, 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 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 benefit, the statement will tell you how much longer

you have to work to earn the right to a retirement benefit. This statement must be requested in writing and is not required to be given more than once every 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 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 retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a retirement 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 the 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, 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 the Plan, you should call the Your Benefits Resources Center or 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 Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or call **1-866-444-3272** to obtain the address and phone number or you may send your inquiry to:

The Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hot line of the Employee Benefits Security Administration at **1-866-444-3272**.

Claim Denials

If your (or your beneficiary's) claim is denied, in whole or in part, you (or your beneficiary) will receive a written notice that explains:

- The specific reasons for the denial;
- The specific Plan provisions on which the denial is based;
- Any additional material or information that is needed to perfect the claim and an explanation of why it is necessary;
- The Plan's claim-review procedures, applicable time limits, and a statement of your right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) following a denial on review;
- Either a copy of the actual rule, guideline, protocol, or other criterion or a statement that the rule, guideline, protocol, or other criterion was used and that you can request a copy free of charge if an internal rule, guideline, protocol, or other similar criterion was relied upon to determine a claim.

If your (or your beneficiary's) claim is denied in whole or in part, you (or your beneficiary) will receive a written notification from the Plan Administrator within the time frames noted in the chart below (based on the type of claim).

Type of Claim	Timing of Notification	Extension
Disability Retirement Claims	Within a reasonable time period, but not later than 45 days after receipt of the	Initial notification may be extended two times for up to 30 days each (up to 105 days) if an

	claim by the Plan Administrator.	extension is necessary due to matters beyond the control of the Plan. You will be notified before the end of the initial 30-day extension period why the extension is necessary and when a decision is expected to be made. If an extension is necessary because you failed to submit necessary information to decide the claim, the notice will specify what additional information is necessary. You will have at least 45 days to provide the requested information.
All other Retirement Plan Claims	Within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan Administrator.	If special circumstances require an extension, the period may be extended for an additional 90 days. You will be notified why the extension is necessary and when a decision is expected to be made.

Filing an Appeal

After receiving the denial notice, you, your beneficiary, or your authorized representative may ask for a full and fair review of the decision by writing to:

Retirement Board
Pilkington North America, Inc.
811 Madison Avenue
P. O. Box 799
Toledo, Ohio 43697-0799

You (or your beneficiary) are entitled to be represented by an attorney or other authorized person through all phases of the review process, including reconsideration of a denied claim.

You (or your beneficiary) must make this request within 60 days (180 days for a disability claim) of the date you (or your beneficiary) receive written notice of the denied claim. During the 60 or 180 day period, you (or your beneficiary) or your authorized representative will be given reasonable access to all documents, records, and information relevant to the claim for benefits, and you may request copies free of charge.

You (or your beneficiary) also can submit written comments, documents, records, and other information relating to the claim. Review of your claim will take into account all comments, documents records, and other information, without regard to whether such information was submitted or considered in the initial benefit determination.

The Appeal Decision

The Plan Administrator will review the appealed claim and make a decision based on all comments, documents, records, and other information that you have submitted.

In most cases, you (or your beneficiary) will receive the Plan Administrator's written notification of the appeal decision within the following time frames after the Board receives your request for review:

Type of Appeal	**Timing of Notification**
Disability retirement Claims	A reasonable period of time, but not later than 45 days after receipt, if necessary, the period may be extended for an additional 45 days.
All other Retirement Plan Claims	A reasonable period of time, but not later than 60 days after receipt of the appeal request. If necessary, the period may be extended for an additional 60 days.

If special circumstances require additional time for processing your request, you (or your beneficiary) will be notified as to why an extension is necessary and when a decision is expected to be made.

If your (or your beneficiary's) appeal is denied, in whole or in part, you (or your beneficiary) will receive a written notice that contains:

- The specific reason(s) for the denial,
- The specific Plan provisions on which the denial is based,
- A statement that you are entitled to receive, upon request and free of charge, access to and copies of all documents, records, and other information relevant to the claim,
- A statement describing your right to bring an action under ERISA section 502(a), and
- Either a copy of the actual rule, guideline, protocol, or other criterion or a statement that the rule, guideline, protocol, or other criterion was used and that you can request a copy free of charge if an internal rule, guideline, protocol, or other similar criterion was relied upon to determine a claim.

If you (or your beneficiary) exhaust all levels of appeal, you (or your beneficiary) may file suit under ERISA. (For more information, see "Your Rights Under ERISA.") You cannot bring a civil action at law or in equity for Plan benefits unless you exercised your right to appeal your claim denial.
Eligibility for benefits is intended to be determined solely on the basis of information supplied to the Plan Administrator. Benefits cannot be granted or denied on the basis of information that has not been submitted in connection with a claim. Benefits will be paid only if the Plan Administrator, or its delegate, decides in its discretion that the claimant is entitled to them.

The fiduciary determining the employee's eligibility for benefits and the construction of the Plan's terms shall have the power to exercise his discretion in the construction of doubtful, disputed or ambiguous terms or provisions of the Plan, in cases where the Plan's instruments are silent, or in the application of the Plan's terms or provisions to situations not clearly or specifically addressed in the Plan.

All decisions made within the scope of the fiduciary's authority shall be final and binding upon all persons, including the Company, all participants and beneficiaries, their heirs and personal representatives and all labor unions or other similar organizations representing participants. All such decisions, if subject to judicial review at any time, shall be subject to an arbitrary and capricious standard of review.