USW Industry 401(k) Plan
QDRO Review Procedures

GENERAL PROCEDURES AND POLICIES REGARDING THE ADMINISTRATION OF QUALIFIED DOMESTIC RELATIONS ORDERS:

1. QDRO Consultants as Designated Review Agent: ***USW Industry 401(k) Plan (the "Plan")*** has delegated to ***QDRO Consultants*** the authority to determine whether a draft or court-entered domestic relations order (collectively referred to herein as an "Order") satisfy the requirements to constitute a qualified domestic relations order ("QDRO"). Copies of each Order relating to the **USW Industry 401(k) Plan** should be forwarded to ***QDRO Consultants*** along with any associated correspondence related to the Order. All pertinent documentation and requests for QDRO information should be addressed to:

QDRO Consultants
3071 Pearl Road
Medina, OH 44256
Attn: USW Industry 401(k) Plan
QDRO Compliance Team
Phone: (800) 527-8481
Website: www.qdros.com

This guide makes reference to certain functions to be performed by the Plan or Plan Administrator. The information contained herein is not intended to be nor should it be construed as legal advice to participants or prospective alternate payees. The Plan urges that the parties to a domestic relations proceeding consult their attorneys to ensure that their intentions and interests are accurately reflected in any order.

Pursuant to this direction by the Plan Administrator, QDRO Consultants will complete these functions on behalf of the Plan and Plan Administrator. There will be a charge of $300 to the Participant or Alternate Payee for these review and approval functions.

2. Review of Orders that Purport to be QDROs: Upon initial receipt of an Order by ***QDRO Consultants***, they will review the order to determine its qualified status as a QDRO in accordance with federal law. During this qualification review period, the Plan will separately account for the alternate payee's assigned portion of the benefits in accordance with Section 414(p)(7) of the Internal Revenue Code, as amended, (the "Code") in order to prevent payment of such benefits to the plan participant.

3. Notification of Rejected Orders: Once ***QDRO Consultants*** reviews the Order, they will notify the Participant, each Alternate Payee (or his/her designated representative), in writing, of the determination as to the qualified status of the Order. If the Order is rejected, the notification letter will include the reasons why the Order failed to qualify, and the Plan's Model QDRO.

4. Notification of Approved Orders (The *"Determination Letter"*): If the Order is deemed to qualify as a QDRO, ***QDRO Consultants*** will notify the parties regarding the Order's approval as a QDRO and will distribute a "Determination Letter" to all parties setting forth how the Plan Administrator will interpret the terms and provisions of the QDRO. The Determination Letter will state in clear terms the rights and entitlements of the alternate payee in a manner to be understood by nonattorneys.

5. Segregation of Participant's Benefits During QDRO Qualification Determination Period: Pursuant to section 414(p)(7) of the Internal Revenue Code, during any period in which the issue of whether an entered order (i.e., signed by the judge, and file stamped) is a qualified domestic relations order is being determined, the Plan shall separately account for the amounts which would have been payable to the alternate payee during such period if the order had been determined to be a QDRO. In other words, the Plan shall separately account for the called-for portion of the participant's benefits during the period in which it is determining whether the Order is a QDRO in order to prevent the Participant from receiving such benefit. Unless specified otherwise in the Order, amounts will be taken proportionately from each Investment Fund in which the Participant's account is invested. During this QDRO determination period, and with respect to the Participant's total account balance, the Participant will still be permitted to direct his/her own investments in accordance with the terms of the plan. However, he/she may be restricted from making withdrawals, loans, etc. in accordance with federal law and these written QDRO procedures.

6. 18 Month Maximum Segregation Period: If, within 18 months of the date the first payment from the Plan would be required to be made to the alternate payee under an Order, the Order (or modification thereof) is determined to be a QDRO, the Plan shall direct payment of the amounts separately accounted for to the person or persons entitled thereto.

If by the expiration of such 18 month period:

(i) it is determined that the Order is not a QDRO order, or

(ii) the issue as to whether such Order is a QDRO is not resolved,

then the Plan shall direct payment of the amounts separately accounted for to the person or persons who would have been entitled to such amounts if there had been no Order. Any determination that an Order is a QDRO which is made after the close of the 18-month period shall be applied prospectively only.

7. Ambiguity in Domestic Relations Order: In the event of an ambiguity in an Order that would otherwise constitute a QDRO, QDRO Consultants will consult with Plan legal counsel to determine whether the ambiguity can be resolved without requiring the parties to seek an amended order.

8. Scope of Discussions with the Plan Administrator Regarding QDRO Fairness and Equitability Issues: QDRO Consultants will not discuss fairness or equitability issues regarding the division of benefits under a QDRO and will limit its review to the technical requirements for QDROs as set forth under ERISA and Section 414(p) of the Code.

9. Inaccurate Information: If QDRO Consultants complies with these procedures and the Plan, but nevertheless approves a distribution as a QDRO even though the distribution does not comply with Internal Revenue Code section 414(p) and the terms of the Plan due to the provision of inaccurate or incomplete information by a participant, the plan, QDRO Consultants is not liable for any and all claims, causes of action, obligations or liabilities of any kind or nature whatsoever, which the Plan or the participants may have, now or in the future, attributable to such error to the extent that such error is caused to the provision of inaccurate or incomplete information by a participant or the Plan.

10. Death of the Plan Participant Before a QDRO is Received by the Plan: If the Plan receives a draft or entered order relating to a deceased participant, QDRO Consultants will consult with Plan legal counsel.

11. Use of Model QDROs: ***QDRO Consultants*** should furnish the Plan's Model QDROs to participants and prospective alternate payees upon request

ADMINISTRATIVE POLICIES REGARDING QDROS FOR THE FOLLOWING DEFINED CONTRIBUTION PLAN:

- **USW Industry 401(k) Plan**

1. The following items should be addressed in a QDRO for the USW Industry 401(k) Plan:

- **Names and Addresses:** Names and last known mailing addresses of the Participant and Alternate Payee must be included in the Order or provided in a separate document;

- **Social Security Numbers:** Social security numbers of the Participant and Alternate Payee must be included in the Order or provided in a separate document;

- **Official Name of Plan:** The Order must include the specific, legal name of the Plan;

- **Amount of Alternate Payee's Benefits:** the percentage of the Participant's account or a flat dollar amount to be assigned to the Alternate Payee as of a specified valuation date (e.g., "50% of the participant's total account balance as of the closest valuation date under the terms of the Plan as of [date], including any earnings or losses thereon from [date] to the date of distribution"). The assignment payable to the Alternate Payee is allocated on a *pro rata* basis from employer contributions, pre-tax elective contributions, and post-tax elective contributions remitted to the Plan during the parties' marital period and segregated for the alternate payee from the investment funds in the Participant's account on a *pro rata* basis.

- **Commencement Date:** The date that the Alternate Payee is to commence his/her share of the benefits; alternatively, the Order can include language that allows the Alternate Payee the right to elect to commence his/her benefits as soon as administratively feasible following the date that the QDRO is approved by the Plan Administrator;

- **Duration of Benefit Payments:** The Order must clearly state that the Alternate Payee is to receive his/her share of the benefits in a lump sum distribution;

- **Date of Birth:** Birth date of the Alternate Payee and the Participant;

- **Survivorship Rights:** The extent of any survivorship rights to which the Alternate Payee will be entitled in the event of the Participant's death;

2. Affirmative Statement of Growth Should Be Included in the QDRO, if Applicable: If the intent of the parties is to provide the Alternate Payee with interest and investment income or losses attributable to his/her assigned share of the benefits from the date of assignment to the date of distribution, the QDRO should include specific language to this effect. **Default Procedure:** However, if the QDRO is silent with respect to investment gains/losses on the Alternate Payee's share of the benefits, the Plan administrator will automatically recognize any change in value by incorporating such investment gains or losses on the amounts payable to the Alternate Payee from the effective date of assignment specified in the QDRO to the distribution date.

Important Note: If you do include investment growth language in the QDRO for the benefit of the Alternate Payee, you should include language that provides for the possibility of "losses" as well as "gains."

3. Pro-Rata Allocation of Alternate Payee's Benefits Among Participant's Accounts: In all cases, the Alternate Payee's share of the benefits under the Plan, whether stated in terms of a fixed dollar amount or a percentage of the total account balance shall be allocated on a "pro-rata" basis among all of the Participant's subaccounts and/or investment funds maintained on his/her behalf under the Plan as of the date of segregation.

Important Note Regarding the Allocation of Benefits to the Alternate Payee: A QDRO may ***not*** attempt to assign benefits to the Alternate Payee from one or more specific accounts and/or investment funds maintained by the Participant. All such funds will be allocated to the Alternate Payee on a pro-rata "across the board" basis.

4. Commencement of Benefits by the Alternate Payee: Once ***QDRO Consultants*** approves a QDRO, the Alternate Payee may be entitled to receive his/her distribution as soon as administratively feasible. Once the Alternate Payee is entitled to commence benefits, he/she will receive the necessary information and distribution election forms directly from the Plan Administrator.

In the event an Alternate Payee has questions regarding their distribution (including the amounts to be received), they may contact **Empower** at **(800) 338-4015**.

5. Effect of Death of Alternate Payee. If the alternate payee dies after QDRO Consultants approves an Order but before all the assigned benefits have been distributed to the alternate payee, the Plan will make any payments due to a beneficiary pursuant to the terms of the alternate payee's beneficiary designation on file with the Plan or, if no beneficiary designation is on file with the Plan, according to the terms of the Plan.

6. Retroactive Dates of Assignment: As a result of a change in recordkeepers for the ***USW Industry 401(k) Plan***, QDRO Consultants is not able to calculate gains/losses on any Participant accounts for periods prior to February 13, 2004. Additionally, Empower Retirement cannot calculate the investment gains and losses for benefits accumulated in other defined contribution plans that were transferred to or merged into the Plan prior to the date that such benefits were transferred to or merged into the Plan as listed below:

PLAN	**TRANSFER/MERGER DATE**
Duro Bag Manufacturing Company Virginia Hourly Employees Retirement Savings Plan	07/29/2005
Swanson Industries, Inc. Profit Sharing 401(k) Plan	04/03/2006
United steelworkers of America Savings Plan	08/01/2006
Linde Gas LLC Tax Deferred Savings Plan	12/01/2006
Ludowici Roof Tile, Inc. Hourly Employees 401(k) Plan	12/28/2007
Calgon Carbon Corporation's Barnebey and Sutcliffe 401(k) Plan	12/01/2008
Mundet, Inc. 401(k) Plan	09/14/2010
Ludlow Composites Corporation Union Employees' 401(k) Plan	11/15/2011
Ware Industries, Inc. South Plainfield Local 8228 Retirement Plan	04/30/2014

7. Outstanding Participant Loans: Unless otherwise specified in the QDRO, the Alternate Payee's share of the benefits will be calculated ***with regard to*** any outstanding loan balance applicable to the Plan Participant (i.e.: the outstanding loan balance will be subtracted from the Participant's total account balance when calculating the Alternate Payee's assigned share of the benefits). ***Example:*** John had a total account balance under the Plan of $100,000. However, he took a loan for $20,000 just prior to his divorce. A QDRO is submitted shortly after their divorce that awards 50% of John's total account balance as of his date of divorce to his former spouse, Mary. If the QDRO is otherwise silent regarding the disposition of the outstanding loan balance, the QDRO will be interpreted to provide Mary with $40,000 (i.e.: half of the remaining $80,000 after the loan balance is subtracted).

Important Note: It is acceptable to the Plan Administrator to include specific language in the QDRO that bases the Alternate Payee's specified share of the benefits on the Participant's account balance, ***"without regard to"*** **any previous loans made by the Participant, if any**. Of course, the Alternate Payee's actual assigned share of the benefits in the QDRO cannot exceed 100% of the Participant's actual current total account value. If you include this language in the QDRO, the Alternate Payee's share of the benefits will be based on the Participant's total vested account balance as if no previous loans were ever made by the Participant. However, when determining the Alternate Payee's share of the total account balance, the added loan amounts will not include any earnings or losses that would have been attributable to such amounts if they remained in the Plan.

8. Debit of Participant's Account for Administrative Expenses: When a separate, one-time QDRO review fee is incurred by the Plan for qualification of the Order, such fee will be charged to the Participant's account. Specifically, an amount equal to $300.00 will be assessed against the Participant's account balance at the time the initial DRO is submitted to QDRO Consultants. This fee applies even if the QDRO is silent on the issue or attempts to include alternate language regarding the review fee. The QDRO review and processing fee will be charged regardless of whether or not the DRO is qualified.

9. Exhaustion of the procedures specified in these Procedures is a necessary prerequisite to pursuing any remedy regarding the status of a domestic relations order in state or federal court.