

**UA LOCAL 190
DEFINED CONTRIBUTION PLAN
SUMMARY PLAN DESCRIPTION**

Plan No. 002

As updated through June 1, 2017

**THIS SUMMARY PLAN DESCRIPTION COMPLETELY
REPLACES ALL SUMMARIES
PREVIOUSLY ISSUED.**

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TO ALL MEMBERS OF LOCAL 190:

We, as Trustees of the UA Local 190 Defined Contribution Plan (“Plan”), recognize that one of the most difficult problems confronting you is that of providing adequate financial security for yourself and your family in your retirement years. To help supplement the pension benefits provided in the UA Local 190 Pension Plan, this Plan has been established. Each working member of the Union has an account holding the contributions provided by Employers, and those members who want to contribute additional funds for retirement can do so through the Plan’s 401(k) retirement feature.

This document constitutes the Plan’s Summary Plan Description (“SPD”). This SPD describes the provisions of the Plan that are effective as of June 1, 2017. The first few pages identify those responsible for overseeing and operating the Plan. The rest of the SPD tells you how the Plan works to protect you and your family now and to provide financial security for your future. It tells you how your Plan account works and when it will be paid. This SPD provides you with a summary of all the important information concerning your Plan account, but you may read the entire Plan at the Administrative Manager's Office at any time. **In the case of any conflict between the contents of this SPD or verbal statements about the Plan and the contents of the Plan itself, the actual provisions of the Plan will control.** If you have any uncertainty about the Plan or your rights, you should make a written request for a copy of the official Plan document.

The Plan is a “401(k) plan,” which means that, based on Section 401(k) of the Internal Revenue Code, eligible Employees have the right to choose between taking certain amounts of taxable Compensation or having the Plan Administrator contribute money to their Accounts instead. In addition, Employers, pursuant to a Collective Bargaining Agreement, may be required to make contributions to a trust to be held and invested in your Account as you choose. The benefit you will receive will depend on the balance in your Account when it is distributed.

Occasionally, the Trustees may be required by the Internal Revenue Service to amend the Plan in order for it to continue to qualify for favorable tax status. **The Trustees reserve the right to amend the Plan at any time the Trustees determine that any revisions are necessary or desirable.** No vested accrued benefit can ever be taken from you, and no amendment to the Plan can reduce or eliminate benefits already accrued by you.

We hope you will read this SPD, place it with your other valuable records and refer to it as the need arises.

SPONSORING ORGANIZATIONS

The organizations that established this Defined Contribution Plan are:

UA LOCAL 190 - PLUMBERS/
PIPEFITTERS/ SERVICE TECHNICIANS/
GAS DISTRIBUTION (“Union” or “UA Local 190”)

7920 Jackson Road
Suite B
Ann Arbor, Michigan 48103

GREATER MICHIGAN PLUMBING & MECHANICAL
CONTRACTORS ASSOCIATION, INC. ("Association")
58 Parkland Plaza, Suite 600
Ann Arbor, Michigan 48103

Participants in the Plan and Beneficiaries of Participants, upon written request to the Administrative Manager, will be furnished the name and address of each employer contributing to the Plan, including the employers constituting the Greater Michigan Plumbing & Mechanical Contractors Association, Inc. A list of all such employers is also available for inspection at the Administrative Manager's office.

PLAN SPONSOR

This Plan is operated by a Joint Board of Trustees consisting of Trustees elected or appointed by the Union and the Association. The Board of Trustees is the "Plan Sponsor" as defined in the Employee Retirement Income Security Act of 1974 (ERISA).

The Board of Trustees' EIN is 38-3316535.

The Board of Trustees' address for all purposes is the address of the Administrative Manager identified on page 4.

Trustees appointed by UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution:

David Forbes
Kevin W. Groeb
Andrew Fielder
Douglas Mayher, Jr.

Alternate: Jeffrey M. Henry

The principal place of business for these trustees is:

UA Local 190 - Plumbers/
Pipefitters/ Service Technicians/
Gas Distribution
7920 Jackson Road
Suite B
Ann Arbor, Michigan 48103

Trustees appointed by the Greater Michigan Plumbing & Mechanical Contractors Association, Inc. and their principal places of business:

Sandra L. Miller
Greater Michigan Plumbing & Mechanical Contractors
Association, Inc. ("Association")
58 Parkland Plaza, Suite 600
Ann Arbor, Michigan 48103

John T. Darr
John Darr Mechanical, Inc.
293 Dino Dr.
Ann Arbor, MI 48103

Michael D. Darr
Boone & Darr, Inc.
P.O. Box 1718
Ann Arbor, MI 48106

Jeremy Finn
John Darr Mechanical, Inc.
293 Dino Dr.
Ann Arbor, MI 48103

ADMINISTRATIVE MANAGER

The Joint Board of Trustees retains all discretion and authority to make final decisions under the Plan and is considered the "Plan Administrator" under ERISA. However, daily operation of the Plan is carried out under a contract with an Administrative Manager. All correspondence to the Plan Administrator, Administrative Manager, or Board of Trustees should be sent to the Administrative Manager's office, which is the official address for the Plan. The Administrative Manager is:

TIC International Corporation
30700 Telegraph Rd., Ste. 2400
Bingham Farms, MI 48025

EIN: 13-2600875

Telephone Number: (888) 390-7473

Correspondence with the Administrative Manager should be directed to James Schreiber.

ASSET CUSTODIAN AND RECORD KEEPER

The money contributed to the Plan is held by the Joint Board of Trustees as a trust fund under a Trust Agreement. They have contracted with the following financial institution, known as the “Asset Custodian,” to hold the funds and invest them as directed by the participating members:

Prudential Retirement
30 Scranton Office Park
Scranton, PA 18507

INTRODUCTION

The Plan was adopted in 1997 and has been continuously improved since then. We expect that it will continue to change as the needs of our Union members change over the years to come. But the Plan's basic purpose will always remain the same: the Plan is designed to help you live comfortably in retirement.

Please review the following summary of the Plan carefully. Although the SPD is technical in places, we have tried to make it easy to read.

GLOSSARY - DEFINED TERMS

Throughout this Summary the following terms have the following special meanings:

Beneficiary: The person or persons, trust or entity determined under Article 9 of the Plan to be entitled to receive any benefit to be distributed after your death. Designation as Beneficiary will not confer rights under the Plan during your lifetime.

Collective Bargaining Agreements: Any of the labor contracts in force and in effect between the Union and the Association or other Employers which provide for establishment, maintenance or contributions to the Plan, together with any renewal, modification or amendments to such contracts or successor agreements to such contracts.

Elective Deferral: The part of your wages that you elect to contribute to the Plan.

Employee: Any individual who is employed by an Employer and, except with respect to employees of the Union, who is covered by a Collective Bargaining Agreement.

Employer: Any member of the Association and any other Employers who are bound by the terms of a Collective Bargaining Agreement, and also the Union.

Employer Contributions: The Employer Contributions made to the Plan under the terms of the Plan by each Employer, determined in accordance with the Collective Bargaining Agreement covering each Participant employed by the Employer.

Excess Deferral: Elective Deferrals that exceed your taxable year dollar limit imposed by Code Section 402(g).

Highly Compensated Employee: An Employee who earned at least \$120,000 in the aggregate from all of the Employers during the previous Plan Year or owns or is related to someone who owns more than 5% of an Employer. The \$120,000 amount increases periodically based on inflation in \$5,000 increments.

Hours of Service: All hours of work for which you are paid, hours of vacation pay, sick pay or disability pay, jury duty, military duty or leave of absence, including hours of back pay awarded to you. Certain other hours are counted for reasons of maternity and paternity leave to prevent you from having a Termination of Employment.

Participant: An Employee who is eligible to participate under the Plan, has contributions made under the Plan, has a vested interest in the Plan or is currently receiving benefits under the Plan.

Plan Administrator: The Joint Board of Trustees.

Plan Year: June 1 through May 31.

Spouse: The Person to whom you are legally married. A person shall be legally married to you if the marriage of the person and you was validly entered into in a state or country whose laws authorize the marriage, regardless of whether or not the marriage would be valid under the laws of the state or country of domicile. This provision will be construed in accordance with Revenue Ruling 2013-17 and any superseding/subsequent guidance.

Termination of Employment: Twelve consecutive calendar months in which you have no Hours of Service.

Total and Permanent Disability: A physical or mental condition resulting from bodily injury, disease, or mental disorder which prevents you from satisfactorily performing your usual duties for your Employer, or the duties of such other position or job which your Employer makes available to you and for which you are qualified by reason of training, education or experience, which condition is anticipated to last for an indeterminable period of time. Although not required for such a finding by the Trustees, proof of entitlement to Social Security Disability Benefits shall be sufficient proof of Total and Permanent Disability.

ELIGIBILITY REQUIREMENTS AND PARTICIPATION

Eligibility to Participate. You are considered eligible to participate in this Plan on the date an Employer is first required to make contributions for fringe benefits on your behalf under a Collective Bargaining Agreement or under the terms of employment by the Union. You will not be entitled to have new contributions made to the Plan when you stop doing work covered by a Collective Bargaining Agreement or stop being employed by the Union, but you are not required

to withdraw your account from the Plan. In fact, you are not allowed to withdraw your account from the Plan until you either have a Termination of Employment or Total and Permanent Disability, retire, die, demonstrate hardship as defined under the Plan, attain age 59-1/2 regardless of whether Termination of Employment has occurred, or meet the requirements for taking a “qualified reservist distribution” as defined in the Plan.

Reemployment. If you terminate employment, then later become reemployed, you will be eligible to become a Participant the same as a new Employee. If you are not a member of a class of employees eligible to participate in the Plan and later become a member of the eligible class, you will participate when your Employer is required to make contributions for fringe benefits on your behalf pursuant to a Collective Bargaining Agreement or pursuant to your terms of employment by the Union. If you become ineligible to participate because you are no longer a member of an eligible class, you will automatically become re-eligible to participate when you return to an eligible class, but only with respect to Compensation and service credited for Hours of Service while a member of an eligible class.

CONTRIBUTIONS

Elective (“\$401(k)”) Deferrals. As an eligible Employee, you may authorize Employers to withhold \$.50, \$1.50, \$2.50, \$3.50, \$5.00, \$5.50, \$6.00, \$7.00, or \$8.00 and, if you are an eligible Employee aged 50 or older at the end of the calendar year, \$9.00, \$10.00, or \$11.00 per hour from your wages. These Elective Deferrals are sometimes called “401(k) contributions.”

These contributions to the Plan in any calendar year (January 1 - December 31) may not exceed \$18,000 as adjusted from time to time. It will be adjusted for inflation each time cost of living increases would raise it \$500 or more after 2006. If you are age 50 or older at the end of the calendar year, you may contribute an additional \$6,000, not to exceed \$24,000 in total Elective Deferrals in 2017.

If your total of all Elective Deferrals considering only this Plan exceeds the above-referenced limit for any calendar year, the excess amount will be treated as an Excess Deferral. The Plan Administrator will distribute the Excess Deferral and any income from the Excess Deferral no later than the first April 15 following the close of the Plan Year in which the Excess Deferral was received by the Plan.

You may begin making Elective Deferrals for the first time in a Plan Year at any time.

Once you have started making Elective Deferrals, you may elect in writing to increase or decrease your rate of Elective Contribution to any other rate described in the Plan, and as summarized above. Your election will become effective for the first payroll period beginning after your Employer receives your written election. You may also elect to discontinue future Elective Contributions at any time. Your election will become effective after your Employer receives your written election. If you discontinue Elective Contributions, you may begin Elective Contributions at any time beginning with payroll periods beginning after your Employer receives your written election.

The Administrative Manager may also reduce or terminate your payroll withholding if required to maintain the Plan's qualified status or avoid violating legal limits.

Employer Contributions. Employers have agreed that a portion of the wage and benefit package provided under those Employers' Collective Bargaining Agreements may be allocated to the Plan. The amount is determined by the Collective Bargaining Agreement, which may give the affected Employees who are members of UA Local 190 the ability to allocate part of any hourly wage increases for the affected group of Employees to the Plan. Any such allocation will not reduce the defined benefit UA Local 190 Pension Plan contribution rate.

The Employer Contribution amount will be forwarded by the Employers to the Trustees of the Plan and will be credited to the individual accounts of the Employees who earned the contributions. Currently that amount is \$0.25 per hour for all trades except the Metal Trades, Mechanical Equipment Service Tradesmen and Residential Pipe Trades Workers. No Employer Contributions are provided for in the Collective Bargaining Agreements with the Residential Pipe Trades, Commercial Metal Trades, Mechanical Equipment Service Tradesmen, Journeymen Welders (Ohio), and Journeymen Installer and Apprentice Helper (Ohio).

Overtime. If you work overtime and are paid 1-1/2 times your regular wage rate, your Employer is required to contribute 1-1/2 times the cents per hour required for a regular hour of pay. However, Elective Deferrals are the same for overtime hours as regular hours.

For example, assume you elect \$2.50 per hour in Elective Deferrals and the Employer Contribution rate is \$0.25 per hour. If you work two hours of overtime one week, \$5.00 will be withheld in Elective Deferrals for those two hours ($\$2.50 \times 2$ hours). The Employer Contribution for those two hours will be \$.75 ($\0.25×2 hours $\times 1\frac{1}{2}$).

Reciprocity. The Board of Trustees may enter into agreements with other plans or funds covered by collective bargaining agreements with union locals other than UA Local 190, called "reciprocity agreements." Under a reciprocity agreement, contributions earned by a worker in a jurisdiction other than the jurisdiction of the worker's home local are transferred to the home local's plans. The home local plan's terms and provisions determine how the contributions are credited to the participant in that plan. Once contributions are transferred from this Plan to another plan, the rights of the Participant under this Plan terminate.

Rollover and Transfer Contributions. Rollover Contributions are permitted. A rollover of your retirement benefits may originate from another qualified retirement plan. If you have already received a lump sum payment from another qualified retirement plan, you may be eligible to redeposit that payment to this Plan. If you receive a distribution from another plan, the last day you may make a Rollover Contribution to this Plan is the 60th day after you receive the distribution from the other plan. If you are eligible for a distribution from another qualified plan, you may direct the administrator of that plan to transfer your distribution directly to your account in this Plan instead of giving it to you. If you believe you qualify for a rollover, contact the Administrative Manager for more details.

GOVERNMENT REGULATIONS

The federal government sets certain limitations on the level of contributions that may be made to a Plan such as this. The Administrative Manager conducts periodic tests of the contributions made to the Plan to ensure that the Plan is operated in conformity to applicable laws. If necessary, the Administrative Manager will limit Employer Contributions or Elective Deferrals.

PARTICIPANT ACCOUNTS

The Administrative Manager will set up a recordkeeping account in your name to show the value of your retirement benefit.

The Plan Recordkeeper will make the following additions to your account:

- your share of Employer Contributions;
- your Elective Deferrals;
- the amount of your Rollover Contributions, if any; and
- your share of investment earnings and appreciation in the value of investments.

The Plan Recordkeeper will make the following subtractions from your account:

- any withdrawals or distributions made to you;
- your share of investment losses and depreciation in the value of your investments; and
- your share of administrative costs and management fees.

The Asset Custodian and Plan Recordkeeper will value your account daily and will provide you with a statement of account activity at least once each three months. You should receive a statement covering each Plan Year quarter by the end of the month after each quarter ends. For example, for the quarter June 1 - August 31, you should receive your statement no later than September 30. Quarterly disclosures are required at least every three months showing the fees and expenses charged to each Participant's individual account. Annual disclosures are required showing the following:

- a list of the Plan's various investment options and how participants can direct investments under the Plan;
- the administrative expenses that may be charged against Participants' accounts in order to fund operation of the Plan and how these expenses will be allocated to each Participant;

- Any individual fees and expenses that may be charged to an individual Participant's account, rather than divided among all Participants on a Plan-wide basis; and
- Detailed information about the performance of each of the investment options under the Plan.

If you do not receive your statement on time, please notify the Administrative Manager.

The Plan charges for the costs of domestic relations order (“DRO”) and Qualified Domestic Relations Order (“QDRO”) review and approval. If the Participant and alternate payee (“parties”) use the Plan's model QDRO, the Plan will assess a charge of \$300 against the Account of the Participant prior to determining the alternate payee's benefit. If the parties do not use the Plan's model QDRO, or deviate from the Plan's model QDRO in any way, the Plan will assess a charge of \$600 against the Account of the Participant prior to determining the alternate payee's benefit.

VESTING AND LOSS OF BENEFITS

Determining Vested Benefit. Your vested benefit refers to how much of your account cannot be taken away from you at any time. In this Plan all Participants are fully vested in all benefits and your account(s) cannot be taken away for any reason.

Reciprocity. If you are part of another union local with a reciprocity agreement that requires us to transfer your contributions from this Plan to another plan, your benefit rights will be determined under the plan that receives the transferred contributions.

Loss of Benefits. The only other events that can cause loss of all or a portion of your account is a decrease in the value of your account from your investment losses or administrative expenses, other costs of maintaining the Plan and award of a portion of your benefit under a Qualified Domestic Relations Order.

RETIREMENT BENEFITS AND DISTRIBUTIONS

Retirement Benefits. The full value of your account balance is payable when you reach age 59-1/2, even if you continue to work, or you may defer payment until April 1 following the later of the year you reach age 70-1/2 or retire. You may continue to fully participate in the Plan regardless of your age.

Hardship Distributions. You may file a written request for a hardship withdrawal of Elective Deferrals. Hardship withdrawals must be authorized through the Joint Board of Trustees. Hardship withdrawals are available only for the following reasons:

- the purchase of a personal residence which is your principal residence (not including mortgage payments),

- payment of post-secondary tuition, related educational fees and room and board expenses for you, your Spouse, your children or your dependents (as defined in Code Section 152, without regard to sub-sections 152(b)(1), 152(b)(2) and 152(d)(1)(B)), for the next 12 months,
- payment of expenses medical care expenses that would be deductible under Code Section 213(d) (determined without regard to any minimum percentage of income required by that section) incurred by you, your Spouse or any of your dependents,
- the need to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence,
- payments for funeral or burial expenses for your deceased parent, Spouse, children or dependents (as defined in Code Section 152, without regard to sub-section 152(d)(1)(B)); or
- payment of expenses for the repair of damage to your principal residence that would qualify for the casualty loss deduction of Code Section 165 (determined without regard to any minimum percentage of income required by that section).

Any hardship distribution is limited to the amount needed to meet the financial need. Hardship withdrawals must be approved by the Joint Board of Trustees and will be administered in a nondiscriminatory manner. Your right to make Elective Deferrals will be suspended for at least 6 months after a hardship distribution. Any withdrawals you receive under these rules may not be recontributed to the Plan and will be subject to income taxation, as well as an additional 10% penalty tax if the withdrawal is received before you reach age 59-1/2 and is not for medical expenses.

Qualified Reservist Distributions. You may file a written request for a distribution of Elective Deferrals if you were, by reason of your being a member of a “reserve component,” ordered or called to active duty after September 11, 2001 for a period in excess of 179 days or for an indefinite period and the distribution is made during the period beginning on the date of the order or call to active duty and ending at the close of the active duty period.

Your right to make Elective Deferrals will be suspended for 6 months after a qualified reservist distribution. Any withdrawals you receive under these rules may not be recontributed to the Plan and will be subject to income taxation.

Payment of Vested Benefit at Termination of Employment. If you have a Termination of Employment before your retirement, death or Disability, you may request early payment of your vested benefit by submitting a written request to the Administrative Manager. A Termination of Employment means having no Hours of Service for twelve (12) consecutive calendar months. If you are not an employee of UA Local 190, are subject to a Collective Bargaining Agreement, UA Local 190 is not considered your “home local” and your “home local” does not maintain a defined contribution plan to which the portion of your Account attributable to Employer Contributions can be transferred under a reciprocity agreement, a Termination of Employment

means having no Hours of Service in the last two (2) consecutive calendar months. You may defer the payment of your benefit until April 1 of the calendar year following the later of (i) the calendar year during which you attain age 70-1/2, or (ii) the calendar year in which you retire. If you have a 5% ownership in any Employer, you may defer the payment of your benefit until April 1 of the calendar year following the later of (i) the calendar year in which you attain age 70-1/2, or (ii) the earlier of the calendar year with or within which ends the Plan year in which you become a 5% owner, or the calendar year in which you retire. Please note that even if you initially elect to defer your benefit payment, you may change your election at any time and request immediate payment of your vested benefit.

Beneficiary. Every Participant or former Participant with Plan benefits may designate a person or persons who are to receive benefits under the Plan in the event of his or her death. The designation must be made on a form provided by and returned to the Administrative Manager. You may change your designation at any time. If you are married, your Beneficiary will automatically be your Spouse. If you and your Spouse wish to waive this automatic designation, you must complete a Beneficiary designation form wherein your Spouse authorizes you to designate a different or additional Beneficiary. The form must be signed by you and your Spouse in front of a Notary Public.

If you do not designate a Beneficiary on the Beneficiary designation form or the named Beneficiary fails to survive you or dies before receiving all Plan benefits and there is no validly designated contingent Beneficiary, then your Beneficiary is determined by the Plan as follows:

- If you are married, the Beneficiary is your Spouse;
- If you have no Spouse, but have children, the Beneficiary is your children in equal shares;
- If you have no Spouse or children, the Beneficiary is the legal representative of your estate.

Death Benefits. In the event of your death, the full value of your account is payable to your Beneficiary in any of the optional distribution forms that may be elected by a Participant, except to the extent that you have elected otherwise. If the entire amount of the Account Balance is distributable in the standard form of a single lump sum and your Beneficiary fails to elect a different available option form for the first Distribution Calendar Year, the single lump sum for the first Distribution Calendar Year will be distributed as soon as practicable after your death, but no later than December 31 of the calendar year following the fifth anniversary of your death. If your Account Balance is distributed in a form other than a single lump sum, timing of payment depends on your Beneficiary designation as follows:

- If your Spouse is your sole Designated Beneficiary, distributions will begin by December 31 of the calendar year immediately following the calendar year in which you die, or by December 31 of the calendar year in which you would have attained age 70-1/2, if later. The amount of the payment depends upon your Spouse's remaining life expectancy.

- If your Spouse is not your sole Designated Beneficiary, distributions will begin by December 31 of the calendar year immediately following the calendar year in which you die. The amount of the payment depends upon your Designated Beneficiary's remaining life expectancy.
- If there is no Designated Beneficiary as of September 30 of the year following the year of your death, your entire interest will be distributed by December 31 of the calendar year containing the five year anniversary of your death.
- Notwithstanding the above, if the otherwise available form of distribution is consistent with such an election and there is a Designated Beneficiary, you or your Designated Beneficiary may elect to apply either the five year rule in the subsection above or the life expectancy rules in the two preceding subsections above as long as the election is made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin according to the life expectancy rules or by the September 30 of the calendar year containing the fifth anniversary of your or your surviving Spouse's death. If neither you nor your Beneficiary makes an election under this subsection, distributions will be made according to the life expectancy rules.

If you die after benefit payments have started under an installment option and after the attainment of age 70-1/2, your Beneficiary will continue to receive payments in accordance with the payment option you selected.

Disability Benefit. If you become Totally and Permanently Disabled, you may receive your benefit before age 59 1/2 even if you do not have a Termination of Employment. To be eligible, you must satisfy the following requirements:

- you must be determined by the Trustees to be Totally and Permanently Disabled pursuant to the Plan provisions; and
- you must submit to the Trustees evidence of your continuing total Disability.

Determination of Disability is based on medical evidence which the Trustees determine proves that you have a mental or physical condition which prevents you from performing your usual duties for the Employer or the duties of such other position or job that the Employer makes available to you and for which you are qualified by training, education or experience, and which is expected to continue for an undeterminable period of time. Although not required, proof that you qualify for Social Security Disability Income benefits is sufficient proof of Total and Permanent Disability for this Plan.

Form of Payment. When benefits become due, you or your representative should apply to the Administrative Manager requesting payment of your account and specifying the manner of payment. You may request to receive your Benefit in a single lump sum or in the optional form of installment payments. Note that installment payments may not be made over a period that exceeds the life expectancy of you and your Beneficiary. The Administrative Manager will advise you if any special rules apply in connection with the payment of your benefits. If you elect installments, any administrative costs for that option will be charged to your accounts.

Rollover of Payment. If your benefits are paid as a lump sum, you have the option of having them paid directly to you, or having them directly rolled over to another qualified plan or an IRA. If you do not choose to have the benefits directly rolled over, the Plan is required to automatically withhold 20% of your payment for tax purposes. If you choose to have the payment made to you, you still have the option of rolling over the payment yourself to a qualified plan or an IRA within 60 days (first check with a tax advisor to make sure it is an eligible rollover). However, 20% of your payment will still be withheld. The following example illustrates how this works:

For example, if you have \$10,000 in your vested account balance and choose to have the payment of your benefits made directly to an IRA or another qualified plan, the entire \$10,000 will be transferred to the trustee of the other plan or the IRA, and you will treat the entire amount as a rollover on your tax return so that you will not pay taxes on any of it.

If you choose not to have the account transferred directly to an IRA or qualified plan, 20%, or \$2,000 will automatically be withheld from your payment. Thus, you will receive only \$8,000 as a distribution of your benefits. In order to roll the entire \$10,000 amount over into your IRA, you would have to come up with \$2,000 out of your own pocket to make up the difference. If this is done, the \$2,000 that was withheld may be returned when you file your taxes at the end of the year. However, if you are unable to produce the extra cash, the rollover amount will only be \$8,000, and the other \$2,000 that was withheld will be treated as taxable income to you. If you are under age 59-1/2 when you receive your benefit payment, the withheld amount will also be subject to the 10% early distribution penalty.

Certain benefit payments are not eligible for rollover and therefore will also not be subject to the 20% mandatory withholding. They are as follows:

- installments for a period of 10 years or more;
- minimum required distributions at age 70-1/2; and
- hardship distributions.

There are also several operational exceptions and a "de minimis" exception to the withholding rules for payments of less than \$200.

Time of Payment. If you have a Termination of Employment, retire, become disabled, or die, your payment(s) will be made as soon as administratively feasible following the date on which a distribution is requested by you or is otherwise payable.

HOW TO APPLY FOR BENEFITS

When you have achieved eligibility and you want to receive your benefit, notify the Administrative Manager of your desire, and you will then receive information to assist you to select the type of benefit you wish to receive. You will need to review the options available and fill out and sign required forms, and the Trustees must approve your application. The process takes approximately 90 to 120 days, so begin well ahead of the date you wish to start receiving your benefit.

Claims Procedure Regarding Claims for Benefits. The following benefit claims and appeals procedures apply:

- you or your duly authorized representative file a claim with the Administrative Manager on forms provided by the Administrative Manager for any benefit to be provided by the Plan; and
- the Administrative Manager submits your request to the Trustees for approval, and the Trustees grant or deny such request no later than 90 days after the completed claim is received by the Administrative Manager.

If your request is wholly or partially denied, the Administrative Manager will provide you with a written notice, in easy-to-understand language, stating the following:

- the specific reason for the denial;
- specific reference to the Plan provisions 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 information is necessary; and
- an explanation of the Plan's claim review procedure.

If you have had no response to your application within 90 days after submission of the application to the Administrative Manager, your request is deemed denied for purposes of proceeding to a review of the Trustees' denial of your claim.

If you do not agree with a determination affecting you, you will have the right to a full and fair review by the Trustees of their determination of your (or your Beneficiary's) claim. For this purpose, you (or your representative) have the following rights:

- to request a review upon written application to the Trustees within 60 days after the mailing date of notice of denial of your claim;
- to review pertinent documents. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and

- to submit issues and comments in writing to the Trustees.

The Trustees will review the first determination and make a final decision on the claim within 60 days of receiving the request for review (or at the next regularly scheduled meeting of the Board of Trustees, if later), taking into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether the information was submitted or considered in the initial benefit determination. The Trustees may take up to 120 days to issue a final decision if circumstances require additional time. When the review is complete, written notice of the final decision will be provided.

When the claim and review process is completed, if your claim for benefits has been denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. See **LEGAL PROVISIONS AND PARTICIPANTS' RIGHTS**.

Note that you may lose the right to file suit if you fail to complete the entire claim and full and fair Trustee review process.

Claims Procedure Regarding Total and Permanent Disability Determinations. If you believe you are entitled to a Plan benefit due to your Total and Permanent Disability, you must submit a claim in writing to the Plan Administrator. If the Plan Administrator denies your claim in whole or in part, you will be notified within a reasonable period of time, but no later than 45 days after the Plan receives the claim. This period may be extended one time by the Plan for up to 30 days if the Plan determines that the extension is needed because of matters beyond the control of the Plan and tells you (within the initial 45 days) of those circumstances and when the Plan expects to make a decision. If the extension is needed because you did not provide enough information to make the decision, the notice of extension will describe the additional information necessary and you will have at least 45 days from receiving the notice to provide the information.

If your claim is denied in whole or in part, you will be advised in writing or electronically. The notification will include the specific reason or reasons for the denial, the specific Plan provisions(s) which are the basis for the decision, a description of any additional material or information required for you to perfect your claim and a reason why it would be necessary, a description of the Plan's review procedures and the applicable time limits (and notification of your right to bring a civil action under Section 502(a) of ERISA after an adverse determination on review).

If your claim is denied you have the right to a full and fair review. In general, you have 180 days after receiving notice of the denial of the claim in which to request review, to review pertinent documents and to submit documents and written comments to a review committee composed of different individuals than were involved in the initial determination.

You will be given written or electronic notification of the result of your appeal. If the result is a denial, you will be advised of the reasons and the Plan provisions on which the decision was based.

You will be notified of the result within a reasonable period of time, but not later than 45 days after receipt by the Plan of your request for review of the claim denial. This period may be extended one time by the Plan for up to 45 days if the Plan determines an extension is needed because of special circumstances and tells you (within the initial 45 days) of those circumstances and when the Plan expects to make the decision.

When the claim and review process is completed, if your claim for benefits has been denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. See **LEGAL PROVISIONS AND PARTICIPANTS' RIGHTS**.

Note that you may lose the right to file suit if you fail to complete the entire claim and full and fair Trustee review process.

INVESTMENTS

Trust Fund. The monies contributed to the Plan will be invested, at your direction, in some or all of the investment funds selected by the Joint Board of Trustees, subject to administrative rules or limits set by the Board of Trustees. The funds selected may include a group or collective trust maintained by the Asset Custodian.

Asset Responsibility. The Plan's assets are held by the Asset Custodian identified on page 4 of this Summary. The Asset Custodian is responsible for the holding of Plan assets and for allocating investments as directed by the Participants.

Participant Investment Direction. Participants may direct the investments of their accounts among alternative investment funds selected by the Joint Board of Trustees. The investment funds available to you and the procedures for making an election are shown in a separate Investment Election Form and information which will be given to you by the Asset Custodian. You may change your investment selection and move monies from one fund to another in accordance with the rules established by the Administrative Manager. This Plan is intended to meet the requirements of ERISA Section 404(c), which means that the Board of Trustees and other fiduciaries of the Plan will be relieved of liability for investment losses that are the direct and necessary result of your investment instructions.

The investment alternatives available to you are described in separate materials distributed to you prior to your initial investment direction. These materials include a general description of the investment objectives and risk and return characteristics of each alternative including information about the type and diversification of assets that make up the portfolio of each alternative. You also have the right to request a copy of the most recently provided prospectus

provided to the Plan. You have the right to request in writing and receive a description of the annual operating expenses of each alternative that reduce the rate of return to your account and the amount of the expenses expressed as a percentage of average net assets of the alternative; copies of financial information provided to the Plan; the value of shares or units available as investments or held in your account; and the past and current investment performance determined net of expenses of each available alternative. All of the materials described in this paragraph are available upon written request from the Administrative Manager at the address and phone number provided on page 3.

You have the ability to change the investment selections you have made at any time using the telephone and internet systems made available by the Asset Custodian and described in the materials they provide.

If you take no action to direct the investment of your account, the funds will be placed in the default investment with the Asset Custodian. Unless you elected to remain in the Prudential Guaranteed Income Fund option by January 25, 2014, the default investment is a series of target date funds based on your age and expected date of retirement. They will remain in the default investment until you direct their investment in other selections.

Participant Loans. Loans to Participants are not permitted under the Plan.

ADMINISTRATION

The Plan will be administered by the Joint Board of Trustees.

The Joint Board of Trustees' duties as Plan Administrator include:

- appointing the Plan's professional advisors needed to administer the Plan including, but not limited to, an accountant, attorney and Administrative Manager, and Asset Custodian,
- directing the Asset Custodian with respect to payments from the Trust Fund,
- filing any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency,
- reviewing and approving any financial reports, investment reviews, or other reports prepared by any party,
- making all final decisions regarding claims and eligibility for participation and distribution,
- establishing a funding policy and investment objectives consistent with the purposes of the Plan and the Employee Retirement Income Security Act of 1974, and
- construing and resolving any question of Plan interpretation.

The Joint Board of Trustees has broad discretion to interpret the Plan and make all determinations needed to administer the Plan and the Joint Board of Trustees' interpretations and determinations are final. The Joint Board of Trustees' decision can be overturned in court only if the decision is determined to be "arbitrary and capricious."

The Administrative Manager is responsible for the administration of routine operations of the Plan. These duties include:

- receiving, accounting for and transmitting all contributions received from Employers to the Asset Custodian,
- monitoring compliance of Employers with their obligations to contribute to the Plan,
- monitoring all legal limits and reducing contributions when needed to comply with limits,
- communicating with Employees regarding their participation and benefits under the Plan, including the preliminary administration of all claims procedures and domestic relations orders, and
- maintaining the official Plan records.

The Asset Custodian is responsible for the administration of investments held in the Plan. These duties include:

- receiving contributions under the terms of the Plan,
- investing Plan assets at the Participants' directions,
- making distributions from the Trust Fund in accordance with written instructions received from the Joint Board of Trustees,
- keeping accounts and records of the financial transactions of the Plan,
- providing Participants with periodic statements of the status of their accounts,
- ensuring that all transactions are processed promptly and according to Participant instructions, and
- rendering an annual report of the Trust Fund showing the financial transactions for the Plan Year.

AMENDMENT AND TERMINATION

The Joint Board of Trustees may amend the Plan at any time, provided that no amendment will divert any part of the Plan's assets to any purpose other than for the exclusive benefit of you and the other Participants in the Plan. The procedure for amending the Plan consists of approval of any proposed amendment by a majority of the Board of Trustees present at a meeting where a quorum of the Trustees is present. The Joint Board of Trustees may also terminate the Plan if so provided by the Collective Bargaining Agreements.

LEGAL PROVISIONS AND PARTICIPANTS' RIGHTS

Participants' Rights. As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This Act provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office (which for this Plan is the Administrative Manager's office) and at other specified locations, such as certain worksites and the Union business office, all documents governing the Plan, including 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 Benefit Security Administration.
- Obtain, upon written request to the Administrative Manager, copies of documents governing the operation of the Plan, including Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrative Manager 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 benefit at Normal Retirement Age (age 59 1/2 for this Plan, even if you keep working) 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 many more years you have to work to get a right to a benefit. 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 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 or 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 in writing a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.
- If you file a lawsuit, you are entitled to serve legal process of the lawsuit on the following "agent for legal process" at the following address:

Ferguson Widmayer PC
538 North Division
Ann Arbor, Michigan 48104
Attention: Warren J. Widmayer

- Service of process for a lawsuit involving the Plan also may be made on a Trustee or the Joint Board of Trustees. **Service on the Trustees must be made at the Administrative Manager's address.**

Assistance with Your Questions

- If you have any questions about your Plan, you should contact the Administrative Manager. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Employment Rights. Participation in the Plan is not a guarantee of employment.

Benefit Insurance. Your benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation since the law does not require Plan termination insurance for this type of Plan.

Assignment and Qualified Domestic Relations Orders. As a general rule, your interest in your account may not be alienated (assigned to another). This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your account. However, your creditors, including the Internal Revenue Service, can sometimes attach or garnish your benefits at the time you become entitled to each payment of the benefit.

There is an exception, however, to this general rule. The Administrative Manager may be required by law to recognize obligations you incur as a result of court-ordered child support or property settlement or alimony payments if that obligation is imposed on the Plan by a special court order called a “Qualified Domestic Relations Order.” A Qualified Domestic Relations Order is a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your account under the Plan to your Spouse, former Spouse, child or other dependent. The Order must meet certain technical requirements to be considered “qualified.” If a Qualified Domestic Relations Order is received by the Administrative Manager, a portion of your account may be used to satisfy the obligation, but benefits will be paid only when and as otherwise permitted by the Plan.

The Board of Trustees will determine whether or not any Domestic Relations Order received constitutes a Qualified Domestic Relations Order. When a Domestic Relations Order that claims to affect your account is received by the Plan, a copy of the Domestic Relations Order and the Plan’s Procedure for determining whether the order is a Qualified Domestic Relations Order will be sent to the parties to the court order. The Domestic Relations Order will be referred to the Plan’s legal counsel for review and upon a determination as to whether it is a Qualified Domestic Relations Order, the parties will be informed by mail. A copy of the Plan’s Qualified Domestic Relations Order procedure is available free of charge upon written request to the Administrative Manager.

ENTIRE PLAN

This SPD outlines the principal features of the Plan and those provisions that we feel are of most interest to you. However, the terms of the Plan and Trust Agreement will govern all situations, and must be referred to as a final authority for all action relative to the Plan. Copies of the entire Plan and the Trust are held at the Administrative Manager's Office and the Union Business Office, and may be reviewed by any Participant or Beneficiary upon request.