

To all members of UA Local 190:

We, as Trustees of the UA Local 190 Scholarship Fund Trust (“Plan”), sponsor the Plan to provide for the secondary education of children, grandchildren and dependents of eligible UA Local 190 members and UA Local 190 employees through voluntary donations from UA Local 190, UA Local 190 members, and the general public. Members’ employers make contributions pursuant to a Collective Bargaining Agreement.

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. This SPD provides you with a summary of the important information concerning benefits under the Plan, but you may read the entire Plan at the Administrative Manager’s Office at any time. In the case of any conflict between the content 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.

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.

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

Sponsoring Organizations

The organizations that maintain this Plan are:

UA Local 190 Plumbers/Pipefitters/Service Technicians/Gas Distribution of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, and its successor
("Union" or "UA Local 190")
7290 Jackson Road
Suite B
Ann Arbor, MI 48103

Greater Michigan Plumbing and Mechanical Contractors Association, Inc. ("Association" or "Mechanical Association")
58 Parkland Plaza
Suite 600
Ann Arbor, MI 48103

Participants in the Plan, 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 Association. A list of all such Employers is also available for inspection at the Administrative Manager's office.

Plan Sponsor

The Plan is operated by a Joint Board of Trustees consisting of Trustees elected or appointed by the Union and the Association. The Joint 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 35-2238296.

The Board of Trustees' address for all purposes is the address of the Administrative Manager identified on page 3.

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

Kevin W. Groeb

The principal place of business for this Trustee is:

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

Trustee appointed by the Greater Michigan Plumbing and Mechanical Contractors Association, Inc. and her principal place of business:

Sandra L. Miller
Greater Michigan Plumbing & Mechanical Contractors Association, Inc.
58 Parkside Plaza
Suite 600
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, the 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. Effective June 1, 2016, 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.

Definitions and Construction

As used in this Plan and any Plan amendments, the following terms shall have the meanings defined in this Article.

Administrator or Plan Administrator. The Trustees as the named fiduciary of the Plan. The Trustees also may name an Administrative Manager who shall perform such non-discretionary functions of administration of the Plan as may be delegated by the Trustees in writing.

Anniversary Date. June 1 each Year.

Association. The Greater Michigan Plumbing & Mechanical Contractors Association, Inc. (sometimes referred to as the “Mechanical Association”).

Building Trades Division. The division of Employees working in the building trades under the Collective Bargaining Agreement.

Collective Bargaining Agreement. Any collective bargaining agreement existing between an Employer or the Association and the Union which provides for contributions into the Trust Fund as well as any extension or renewal of any such collective bargaining agreement or any new collective bargaining agreement which provides for contributions into the Trust Fund.

Corporate Trustee. A bank, trust company or other financial institution designated by the Trustees to hold the property of the Trust Fund.

ERISA. Public Law No. 93-406, the Employee Retirement Income Security Act of 1974, as amended from time to time, and which shall also be deemed to include all related provisions of the Internal Revenue Code, all regulations and all other laws, including labor laws and administrative rulings applicable to the administration of this Plan and the Trust, from time to time and as and when so applicable and as amended, issued, or re-issued.

Eligible Member. A member who is eligible to participate as defined under this Plan.

Employer.

- Any individual, firm, association, partnership, corporation or other entity who is a member of the Association and/or is represented in collective bargaining by the Association and who is bound by a Collective Bargaining Agreement requiring participation in and contributions to the Trust Fund.
- Any individual, firm, association, partnership, corporation or other entity who is not a member of nor represented in collective bargaining by the Association, but who has duly executed and/or is bound by the Collective Bargaining Agreement with the Union requiring participation in and contributions to the Trust Fund.

Fund or Fund Assets. The assets of the Trust, both principal and income.

Plan. The Scholarship Plan as set forth in the UA Local 190 Scholarship Fund Agreement and Declaration of Trust.

Plan Administrator. See “Administrator,” above.

Plan Sponsor. The Joint Board of Trustees of the UA Local 190 Scholarship Plan.

Plan Year. The 12 month period beginning June 1 and ending May 31.

Scholarship Committee. A committee appointed annually by the Trustees for purposes of selecting scholarship recipients.

Trust. UA Local 190 Scholarship Trust adopted October 7, 2004, as amended from time to time.

Trustee. Any natural person serving as Trustee pursuant to the terms of the Trust.

Trust Fund. The total assets of the Trust, principal and income, maintained in accordance with the Plan and Trust.

Union. UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, and its successor.

Eligibility Requirements and Participation

Scholarships may be awarded to individuals who are under the age of thirty (30) years, have received a high school diploma or GED or equivalent, and are children or grandchildren of Eligible Members and meet other criteria set by the Trustees. Stepchildren who are considered dependents of an Eligible Member for purposes of federal income tax exemptions will be treated as children of an Eligible Member for this purpose. Stepchildren of an Eligible Member's child, and who are considered dependents of the child for purposes of federal income tax exemptions will be treated as grandchildren of an Eligible Member for this purpose.

An individual is an Eligible Member if he or she either:

- is a dues-paying member in good standing of the UA Local 190 Building Trades Division; or
- is deceased and was, at the time of death, a dues paying member in good standing of the UA Local 190 Building Trades Division; AND
- had 2,000 of work in the immediately preceding ten years in a Collective Bargaining Agreement classification within the Building Trades Division; or
- retired before June 1, 2003 and began collecting a pension (normal retirement, early retirement, or disability retirement) under the UA Local 190 Pension Plan and had worked 2,000 hours from June 1, 1978 through May 31, 2003 in a Collective Bargaining Agreement classification within the Building Trades Division; or
- died before June 1, 2003 and at the time of death was working for an Employer in a Collective Bargaining Agreement classification within the Building Trades Division and had worked 2,000 hours from June 1, 1978 through May 31, 2003 in a Collective Bargaining Agreement classification within the Building Trades Division.

If a Collective Bargaining Agreement division other than the Building Trades Division becomes Eligible Members, no scholarships will be awarded to children or grandchildren of those members until contributions have been made for that division for at least a one year period.

Funding

No contributions will be required or allowed under the Plan from you or any other Participant. Employers must make contributions in such amounts and at such times as determined by the Collective Bargaining Agreement. By making payments to the Trust Fund pursuant to the Collective Bargaining Agreement, an Employer will be conclusively deemed to have accepted and be bound by the terms of the Plan.

Contributions may also be made by individual or corporate donors.

All contributions made under this Plan will be paid to the Trustees and deposited in the Trust Fund. All assets of the Trust Fund, including investment income, will be retained for the exclusive purpose of establishing a secondary education scholarship fund for the benefit of children, grandchildren and dependents of Eligible Members and will not revert to or inure to the benefit of an Employer.

Scholarship Committee

A Scholarship Committee, consisting of four members, will be appointed annually by the Trustees. No members of the Scholarship Committee may be members or former members of the Union, Employers or employees of an Employer or the Union, or related to members or former members of the Union, Employers or employees of Employers.

Any Scholarship Committee member who is in any way related to a candidate for a scholarship grant must abstain from all consideration of the candidate's application.

The Scholarship Committee will award scholarships based upon the grant criteria and procedures established by the Trustees. No grants may be awarded in excess of the amount the Trustees authorize for the year. The financial circumstances of applicants will not be taken into account in any way by the Scholarship Committee. The Scholarship Committee may require an award to be withheld from an applicant until evidence of acceptance at a satisfactory college or university has been received.

Distributions

The Fund is solely intended to receive, administer and distribute funds to assist the education of grant recipients. Distributions will be made as specifically provided by the written scholarship grant criteria and procedures as established and modified by the Trustees from time to time.

Race, creed, color, national origin and sex are all irrelevant to the Fund's purpose and these factors will not be considered in the selection of grant recipients.

Grants will be provided for one year to provide financial support for persons working toward a two-year associate degree or a four-year bachelor degree at an accredited college or university in the United States or Canada. Grant recipients, if they continue to satisfy eligibility requirements, may be considered for further grants in succeeding years along with consideration of individuals making an initial application.

Recipients are entitled to a maximum of five (5) annual grants, but preference will be given to applicants who have received three (3) or fewer grants in the past.

Grants are provided for tuition assistance and/or books. Grants for tuition assistance will be distributed to the university or college of choice. Book reimbursement will be paid to the grant recipient upon presentation of receipts to the Trustees.

Distributions will be made pursuant to written scholarship grant criteria and procedures established and modified by the Trustees from time to time.

All distributions payable under the Plan will be paid and provided for solely from the Fund and the Trustees and Employers assume no responsibility or liability for payment of distributions.

Trustees

Administration by Trustees. The Plan will be administered solely by a Board of Trustees consisting of one Union Trustee and one Association Trustee. The Trustees may by majority vote increase the number of Trustees or provide for alternate Trustees to serve in the absence of a regular Trustee, provided that at all times there are an equal number of Union Trustees and Association Trustees.

Trustees' Meetings. The Trustees must meet at least annually for the election of officers and consideration of any other business. A majority of the Trustees is necessary to constitute a quorum for the transaction of business and the acts of a majority of the Trustees constitute the actions of the Trustees.

Other Trustee Powers and Duties. The Trustees will have duties and powers as may be necessary to discharge their duties under the Plan, including but not limited to, the following:

- to invest and reinvest the Trust estate and any undistributed income as the Trustees may deem advisable;
- to retain any asset of the Trust estate in the form in which it is received or acquired, without regard to the proportion that one asset or class of assets may bear to the entire Trust estate, but only to the extent permitted by Internal Revenue Code Section 4944 or equivalent;
- to option, sell and convey, exchange, lease without time limit, release, mortgage, pledge or encumber the Trust estate or any asset thereof;

- to improve, repair, maintain, insure, surrender, abandon or otherwise deal with or dispose of any assets of the Trust estate;
- to borrow money or renew any indebtedness, either on the general credit of the Trust estate or by security repayment by pledge or mortgage of any of the assets thereof, but not borrowed from a “disqualified person,” as defined in the Internal Revenue Code;
- to vote in person or by proxy with respect to any securities constituting a part of the Trust estate and to carry any securities or other property requiring or permitting registration, in the Trustees’ names or in the names of the Trustees’ nominees, without words of trust;
- to compromise, adjust, arbitrate, sue on, defend, abandon or otherwise deal with and settle any and all claims in favor of or against the Trust estate;
- to appoint agents to act on the Trustees’ behalf, and, generally, to do any act or thing and execute all instruments necessary, incidental or convenient to the proper management and investment of the Trust estate;
- to enter into agreements with the Internal Revenue Service and other governmental agencies concerning the valuation and use of assets included in the Trust estate, and any such agreement shall be binding upon all persons interested in such assets;
- to disclaim or refuse to accept any property, portion thereof or interest therein;
- to satisfy any distribution by the transfer of property at its then-market value, except as otherwise provided by the Plan;
- to buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes to maintain and operate margin accounts with brokers, and to pledge any securities with such brokers as security for loans and advances made to the Trustees;
- to pay scholarships consistent with the Trustees’ approved rules and regulations and scholarship grant criteria and procedures;
- to elect to retain such funds in Trust as the Trustees, in their sole discretion, determine appropriate for the long-term benefit of the Fund;
- to override any scholarship grant made by the Scholarship Committee if the Trustees determine, in their sole discretion, that the Scholarship Committee violated the scholarship grant criteria or procedures, rules, or regulations established by the Trustees, the terms of this Trust, or any law or regulation the Trustees determine to be applicable to the Trust and its operations;

- to delegate any of their responsibilities to such third parties as the Trustees designate in writing, provided that such delegation does not violate ERISA or any other law pertaining to the Fund;
- to appoint one or more “Investment Managers” as defined in ERISA Section 3(38), who will be responsible for the management, acquisition, disposition, investing and reinvesting of such of the assets of the trust Fund as the Trustees specify and to the extent allowed by ERISA Section 405(c), the Trustees will have no liability for any action or inaction by the Investment Managers, or any responsibility for the reduction in value of the Trust assets as a result of following the directions of the Investment Managers;
- to determine all questions of coverage and eligibility, methods of providing and arranging for benefits and all other related matters;
- to construe the provisions of the Trust;
- to employ or contract for the services of an individual, firm or corporation, to be known as an Administrative Manager;
- to engage one or more attorneys, independent qualified certified public accountants and other advisors to perform all services as may be required by applicable law and such other services as the Trustees may deem necessary;
- to enforce the performance of all obligations herein and to institute proceedings of any nature whatsoever to enforce the same in the name of the Fund;
- to pay or provide for the payment of all reasonable and necessary expenses in connection with collecting Employer contributions and administering affairs of the Trust;
- to provide bonds for every fiduciary and every administrator, officer, employee and Trustee of the Fund who handles money or other property of the Fund, to be covered by the Fund;
- to obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Fund and the Scholarship Committee, as well as employees or agents of the Trustees and of the Fund, while engaged in business and related activities for or on behalf of the Fund;
- to execute any document required to be signed by one or more Trustees;
- to enter into reciprocal agreements with other scholarship funds covering employees of other local unions who are members of the same International or National

Organization as UA Local 190, to provide coverage for eligible employees of both funds, upon such terms and conditions as may be established by the Trustees; and

- to obtain membership in the name of the Fund in one or more recognized organizations established for the education and training of Trustees and Scholarship Committee, to authorize one or more of the Trustees or Scholarship Committee to attend conferences, seminars and programs of such organization and to authorize the payment or reimbursement by the Fund of the reasonable expenses actually incurred in attending the meetings of the organization.

Rules and Regulations. The Trustees have the power to establish rules and regulations for the administration of the Trust in order to achieve its stated purposes. The rules and regulations relating to eligibility, together with an application form for grants as approved by the Trustees, will be made available to the Eligible Members.

Amendments and Termination

The Joint Board of Trustees may amend the Plan as the Trustees, in their sole discretion, deem advisable for carrying out the purposes of the Plan and as required to maintain its status as a tax exempt trust qualified under Internal Revenue Code Section 501(c)(3) or any corresponding sections of any future federal tax code. The Trustees reserve the right to terminate the Plan at any time, in their sole discretion.

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 Trustees for any benefit to be provided by the Plan; and
- the Trustees grant or deny such request no later than 90 days after the completed claim is received by the Trustees.

If your request is wholly or partially denied, the Trustees 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 Trustees, 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 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.

Distributions on Termination

Upon a majority vote of the Trustees to terminate the Trust, or upon the termination of the Trust's status as an educational trust, the Trust assets will be distributed in the form of continuing grants to eligible recipients. If any funds remain due to lack of eligible recipients or for reasons beyond the control of the Trustees, all remaining assets will be divided for one or more exempt purposes under Internal Revenue Code Section 501(c)(3), or any corresponding section of any future federal tax code, or will be distributed to the federal, state or local government for a public purpose. Any assets not disposed of will be disposed of by the circuit court of the county in which the principal office of the organization is then

located, exclusively for such purposes or to such organization or organizations as the court determines, which are organized and operated for public purposes.

Miscellaneous

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

Rights to Trust Assets. No Employee will have any right to, or interest in, any assets of the Trust Fund upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the Benefits payable under the Plan to the Employee out of the assets of the Trust Fund. Except as otherwise provided in ERISA, all payments of Benefits as provided for in the Plan will be made solely out of the assets of the Trust Fund and none of the Fiduciaries will be liable for Benefits.

Legal Provisions and Participants' Rights

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants and other persons covered by this Plan will be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Administrative Manager's Office all documents governing the Plan, including the Plan, the Trust, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Administrative Manager, copies of documents governing 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 Administrative Manager is required by law to furnish each Participant with a copy of the summary annual report (upon request we added "upon request").

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 this Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and the 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 benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the Administrative Manager 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 control of the Administrative Manager. 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.

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 Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Administrative Manager's office. If you have any questions about this Summary Plan Description or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrative Manager, 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.

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, MI 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 and **service must be made at the Administrative Manager's address.**