

**PIPE FITTERS LOCAL UNION NO. 211
DEFINED CONTRIBUTION RETIREMENT PLAN
SUMMARY PLAN DESCRIPTION**

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| <u>Section</u> | <u>Page</u> |
|--|-------------|
| I. INTRODUCTION | 1 |
| II. ADMINISTRATION OF PLAN | 1 |
| III. ELIGIBILITY AND PARTICIPATION | 2 |
| IV. CONTRIBUTIONS | 3 |
| V. INDIVIDUAL ACCOUNT AND SUBACCOUNTS | 5 |
| VI. INVESTMENT OF INDIVIDUAL ACCOUNT..... | 5 |
| VII. EXPENSES OF PLAN AND TRUST..... | 7 |
| VIII. BENEFIT AMOUNT | 7 |
| IX. ELIGIBILITY FOR DISTRIBUTION OF BENEFITS | 8 |
| X. TAXATION OF DISTRIBUTION..... | 10 |
| XI. TERMINATION, AMENDMENT AND MODIFICATION OF THE PLAN AND TRUST..... | 11 |
| XII. NONASSIGNABILITY OF RIGHTS OF PARTICIPANTS | 11 |
| XIII. ERISA PROVISIONS | 12 |
| XIV. CLAIMS PROCEDURES | 13 |
| XV. OTHER PROVISIONS | 15 |

**PIPE FITTERS LOCAL UNION NO. 211
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I. INTRODUCTION

The Pipe Fitters Local Union No. 211 Defined Contribution Retirement Plan (the “Plan”) has been established to help you save for your retirement and to assist you and your family in the event of your death or disability during your working years.

This summary plan description (“SPD”) explains key features of the Plan in a nontechnical manner and does not replace the Plan document which governs in the case of any differences. For example, the SPD explains how you become a participant in the Plan, how much you can contribute to the Plan, how much your employer(s) may contribute to the Plan on your behalf, and how your benefits are determined and paid to you.

The official and controlling provisions of the Plan are contained in the Plan document. The information provided in this SPD is based on the official Plan document, but does not cover all of the details of the Plan or how the Plan rules will apply in every situation. In the event of differences between this SPD and the Plan document, or between any other information provided regarding the Plan and the formal Plan document, the formal Plan document will control.

Upon advance written request to the Plan Administrator, you may inspect copies of the Plan, the trust agreement, the collective bargaining or other agreement under which the terms of your employment are covered and a list of participating employers during normal business hours on regular working days, or obtain copies of the Plan-related documents. You will be charged for copying costs.

II. ADMINISTRATION OF PLAN

Joint Board of Trustees

The Joint Board of Trustees for Pipe Fitters Local Union No. 211 (the “Board of Trustees”) administers the Plan and acts as the Plan fiduciary. The Board of Trustees is the legal “Plan Administrator” of the Plan and has the authority to make the rules and regulations necessary for the day-to-day operation of the Plan. Any interpretation of the Plan’s provisions rests with the Board of Trustees. No employer, union or any other person is authorized to interpret the Plan on behalf of the Board of Trustees, nor can an employer, union or any other person act as an agent of the Board of Trustees.

Third Party Administrator

The Board of Trustees has authorized a professional third party administrator, Zenith American Solutions, Inc. (“Zenith”), to handle routine requests from Participants regarding eligibility rules, benefits, claims procedures, filing government reports and handling other administrative activities as permitted under the provisions of the Plan. Zenith will refer these matters to the Board of Trustees for a final determination as needed on a case by case basis.

Trustee and Recordkeeper

All Plan assets are held in trust for collective investment and reinvestment pursuant to the Plan rules and the investment directions of Plan participants. The Board of Trustees serves as the trustee of the Plan.

The Board of Trustees has appointed John Hancock as Recordkeeper for the Plan. John Hancock is responsible for maintaining detailed records of the money in your Plan account, including how much is contributed, how it is invested, what the earnings and/or losses have been and what amounts have been distributed.

Other administrative functions

As required by law, an independent auditor examines the Plan’s financial records every year and certifies as to their accuracy, completeness and fairness. In addition, the Board of Trustees is required to submit annual financial statements and other reports to the U.S. Department of Labor and the Internal Revenue Service. These reports are available for inspection by prior appointment at the Plan office during normal business hours.

III. ELIGIBILITY AND PARTICIPATION

You are eligible to participate in the Plan if you are working under the terms of a labor agreement, collective bargaining agreement, participation agreement or reciprocal agreement (collectively referred to hereinafter as “agreements”) that governs your employment with a contributing Employer and requires that contributions be made on your behalf to the trust maintained under the Plan. When you become a Participant in the Plan, an Individual Account is established on your behalf.

Upon becoming eligible for the Plan, you should complete an enrollment form in order to (i) elect the amount of pre-tax contributions, if any, you wish to make, (ii) make your investment election and (iii) designate your beneficiary(ies). Enrollment information will be provided to you when you become eligible to participate in the Plan, including information regarding how to enroll in electronic access to your account.

IV. CONTRIBUTIONS

Employer Contributions

Your Employer makes “Employer Contributions” to the Plan on your behalf and on behalf of its other eligible employees in accordance with the terms of an agreement between the Employer and Local Union No. 211. Subject to the terms of the agreement, as of the date of this SPD, each calendar month, your Employer will contribute 50 cents for each hour you are paid (or entitled to payment) by the Employer.

An Employer Contribution Account will be established to record your Employer Contributions, plus related investment gains and losses. Your Employer Contribution Account is 100% vested and non-forfeitable at all times.

Employee Pre-Tax Contributions

Your “Pre-Tax Contributions” (also known as 401(k) contributions) are amounts you elect to have withheld from your pay and contributed to the Plan instead of being paid directly to you. Pre-Tax Contributions are not subject to federal (and, in most cases, state) income taxes at the time they are withheld from your pay, but are subject to withholding for federal employment taxes (“FICA”) at that time. Additionally, the gains, if any, on your Pre-Tax Contributions accumulate tax-free until distributed. When distributed, both your Pre-Tax Contributions and gains, if any, will be subject to taxation.

If you are eligible to participate in the Plan and you are not a “highly compensated employee” (you will be notified if you are a highly compensated employee), you can elect to make Pre-Tax Contributions to the Plan and defer each pay period from your hourly wages between \$1 and \$8 per hour (in whole dollar amounts), or such other amounts designated by the Trustees, subject to certain limits discussed later (*see* “Limits on Contributions”). You may elect to make Pre-Tax Contributions by returning an election form available from Zenith to your Employer, who will remit contributions to the Plan following the effective date of your election.

A Pre-Tax Contribution Account will be established to record your Pre-Tax Contributions, plus related investment gains and losses. Your Pre-Tax Contribution Account is 100% vested and non-forfeitable at all times.

Employee Catch-Up Contributions

If you are, or will be, age 50 or older during a calendar year, you are eligible to elect to make additional Pre-Tax Contributions, called “Catch-Up Contributions.” For 2019, the maximum Catch-Up Contribution limit is \$6,000.

Your Catch-Up Contributions will be added to your Pre-Tax Contribution Account. The Catch-Up Contributions in your Pre-Tax Contribution Account are 100% vested and non-forfeitable at all times.

Rollover Contributions

The Plan accepts the following types of Rollover Contributions: (i) pre-tax distributions from a prior employer's qualified plan, (ii) pre-tax distributions from a 403(b) annuity plan or a 457 governmental plan, or (iii) pre-tax amounts from an IRA. The Plan does not accept the rollover of after-tax funds, stocks or securities. A Rollover Contribution Account will be established to record your Rollover Contributions, plus related investment gains and losses. Your Rollover Contribution Account is 100% vested and non-forfeitable at all times.

You should contact Zenith for information related to making Rollover Contributions to the Plan.

Changing Pre-Tax Contribution & Catch-Up Contribution Elections

You can increase, decrease, or discontinue your Pre-Tax Contributions and Catch-Up Contributions at any time by contacting your employer to revoke or alter your election. Changes in elections may only be effective prospectively. If you elect to stop your contributions, any contributions you or your employer previously made to your Individual Account, and any related earnings, will remain in your Individual Account. There are no penalties that must be paid or waiting periods that must expire before you can begin contributing again to the Plan.

Your change will generally be effective within one to two payroll periods following the date of your request. You should review your paycheck to confirm the changes occur and that they are correct.

Limits on Plan Contributions

The Internal Revenue Code of 1986, as amended (the "Tax Code") imposes several limits that affect the amount you can contribute each year as Pre-Tax Contributions. The annual Pre-Tax Contribution limit under the Code for 2019 is \$19,000. The annual Catch-Up Contribution limit under the Code for 2019 is \$6,000.

If your Pre-Tax Contributions (and Catch-Up Contributions if eligible) for a year reach this limit, your contributions will automatically be suspended for the remainder of the Plan Year and will begin again in the next year at the same percentage, unless you elect otherwise.

The Tax Code also limits the amount of your annual pay that can be taken into account each year for purposes of determining the amount of contributions to the Plan. The annual pay limit for 2019 is \$280,000. In addition, the Tax Code limits the total amount that can be made by you and by the Company on your behalf to all defined contribution plans, including this Plan, during the year. For 2019, this limit is \$56,000. Catch-Up Contributions are not subject to this limit.

Other Tax Code or Plan limits may also apply. If particular limits are exceeded, certain highly compensated employees may be required to reduce their contributions or receive a

refund of their contributions. Anyone affected by these limits will be notified by the Plan Administrator.

The above limits may be adjusted annually by the IRS for cost-of-living increases.

V. INDIVIDUAL ACCOUNT AND SUBACCOUNTS

Contributions made to the Plan on your behalf are held in the trust fund under the Plan in your Individual Account. Your Employer Contributions, Pre-Tax Contributions (including Catch-Up Contributions), and Rollover Contributions, as applicable, are held in subaccounts under your Individual Account.

VI. INVESTMENT OF INDIVIDUAL ACCOUNT

Participant-directed Investment

Subject to the terms of the Trust Agreement, you may direct how your Individual Account is invested by choosing among the available investment funds selected by the Board of Trustees. Any current investment fund may be discontinued and new investment funds may be added from time to time by the Board of Trustees. If you do not make an investment election, your Individual Account will be invested in the default investment fund designated by the Board of Trustees from time to time. Information on the available investment funds and the designated default investment fund may be found by calling 1-800-395-1113 or via the Internet at www.jhpensions.com.

Because you make the investment choices for your Individual Account, you are responsible for any losses resulting from your investment decisions. The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (“ERISA”) and Title 29 of the Code of Federal Regulations Section 2550.404c-1. As a result, fiduciaries of the Plan are relieved of liability for any losses which are the result of your investment instructions.

Investment Choices Available Under the Plan

The Plan’s investment funds are intended to provide you with a broad range of investment choices that will allow you to determine the appropriate risk and return levels for you based upon your particular situation. Some of the funds may involve greater risk to your Plan account in exchange for the chance to earn a greater return on your money. You should refer to the prospectus for each investment fund offered for the description of the investment objectives, risk and return of the investment funds, along with each fund’s historical investment results. It is important for you to understand that past performance of any fund is not a guarantee that the investment fund will continue to perform at the same level or offer the same yield in the future. You should understand that all investment funds involve some risk of loss or decline in the principal amount invested. How you choose to invest your account is an important decision which you should consider carefully. Generally, interest, dividends and other income earned by each investment fund will be reinvested in that investment fund. The investment funds

available under the Plan are described, including historical performance, in prospectuses available at www.jhpensions.com.

Changing Investment Elections

You may change your investment elections for both existing and future contributions to the Plan at any time by telephone at 1-800-395-1113 or via the Internet at www.jhpensions.com, subject to fund guidelines and restrictions, which are generally described below. Any change made in your investment election by 4:00 p.m. Eastern Time on any business day will be effective as of the close of that day. Requests received after 4:00 p.m. Eastern Time, or after the NYSE closes in the event it closes prior to 4:00 p.m. Eastern Time, or on weekends or holidays, will be effective the next business day. Investment election changes can be made to your current account balance or for future contributions. You should review your investment elections to confirm the accuracy of your elections.

In unusual circumstances, one or more investment funds may be closed to purchases or sales. Such circumstances may include, but are not limited to, “blackout periods” to effect changes to the Savings Plan such as the hiring of a new service provider, insufficient liquidity in an investment fund to timely process the aggregate transfers and withdrawals requested by Participants.

The Board of Trustees and/or the Recordkeeper may establish rules and procedures governing transfers between and among the investment funds under the Plan, such as the imposition of restrictions, limitations, monitoring or conditions (including, but not limited to, redemption fees and/or suspension of transfers) that may be established or adopted by the Board of Trustees, the Recordkeeper and/or other instruments governing the Plan’s investments. The Board of Trustees and the Recordkeeper each reserve the right to monitor your investment fund transfer activities to determine whether any inappropriate “market timing,” “excessive trading” or other similar activities occur. These terms, “market timing” and “excessive trading” as used herein, mean a pattern of frequent transfers into and out of investment funds. If the Board of Trustees, the Recordkeeper or its designee determines that you have engaged in either of these or any other similar activities, it may stop such trading and/or restrict your ability to make investment transfers into or out of particular funds. For instance, you may be suspended from initiating fund transfers and/or the Board of Trustees or the Recordkeeper may reject your investment directions in appropriate circumstances. In addition to any other restrictions, if you intend to transfer amounts from one investment fund to another investment fund, there may be special rules applicable to individual funds. Of course, not all trades are considered excessive. You may contact the Recordkeeper at 1-800-395-1113 for more information if you are unsure whether or not a transaction constitutes any inappropriate fund transfer activities.

Account Valuations and Statements

Each Participant’s Individual Account is valued on a daily basis. Investment earnings and losses will be posted to your account daily. Valuations for distributions will occur

when they are processed. On a quarterly basis, administrative charges will be determined by the Trustees and, on a uniform basis, deducted from each Participant's Individual Account.

You will receive a statement of your account at least quarterly. This statement will show the opening balances from the prior statement, contributions made to your account, how the performance (profit or loss) of each investment option has affected your account, withdrawals and other activity and a closing balance. The statement will also show the dollar amount of fees and expenses that were charged to your account for that quarter. You can also obtain current information at any time about your Individual Account balance by telephone at 1-800-395-1113 or via the Internet at www.jhpensions.com.

VII. EXPENSES OF PLAN AND TRUST

As with the majority of retirement plans, most Plan expenses are paid by participants in the Plan. These expenses include brokerage fees, investment fund expenses, commissions, recordkeeping fees, stock transfer taxes and other expenses incurred in connection with the purchase and sale of investments for the Plan, as well as all taxes imposed with respect to the Plan or the assets held by the Plan. Additionally, if the Board of Trustees so directs, investment manager fees (if any), consultant fees, and specified administrative expenses of the Plan are also borne by the participants. Investment expenses, taxes, and other expenses are charged to the fund related to the expense. The investment fund expenses are described in the prospectus for each investment fund offered, the most recent version of which is available via the Internet at www.jhpensions.com. Additionally, each year the Plan Administrator provides you with a statement explaining (i) general plan information, (ii) general plan administrative expenses that may be charged against your account on an individual basis as well as the basis on which such charges shall be allocated (e.g., pro rata or per capita), and (iii) expenses that may be charged to your account on an individual, rather than on a plan-wide, basis (e.g. QDRO processing fees).

VIII. BENEFIT AMOUNT

The benefit payable to you upon your retirement, death or disability is your "Accumulated Share," which is the value of your Individual Account as of the date of your retirement, death or disability, adjusted to include any contributions collected on your behalf, and further adjusted for gains or losses, subsequent to your retirement, death or disability, and reduced for any applicable administrative charges incurred prior to the distribution of your benefit.

Your benefit will be determined based upon the following criteria:

1. Your benefit payments will be processed on a daily basis; however, payments will generally not be made until 45 days following your retirement, death or disability. This procedure is in place to ensure that all contributions have been credited to your Individual Account prior to processing your benefit payment.
2. Upon payment of your benefit, you will have no further interest in the Plan.

The Plan is a defined contribution plan and it bases benefits solely on the amounts in each participant's individual account. Therefore, it is always fully funded. The Pension Benefit Guaranty Corporation does not insure individual account plans, such as the Plan, in the event of plan termination.

IX. ELIGIBILITY FOR DISTRIBUTION OF BENEFITS

Your Accumulated Share is payable in the form of a single lump-sum payment upon one of the following events:

1. You become Retired. You are Retired when:
 - You have attained age 65 and you have completely withdrawn from work of any kind for wages or profit in the Plumbing and Pipe Fitting Industry, or
 - You have attained at least age 59½, you are receiving an unreduced retirement pension from the Plumbers and Pipe Fitters National Pension Fund and you have completely withdrawn from work of any kind for wages or profit in the Plumbing and Pipe Fitting Industry, or
 - You have attained at least age 59½, you are ineligible to receive a retirement pension from the Plumbers and Pipe Fitters National Pension Fund and you have completely withdrawn from work of any kind for wages or profit in the Plumbing and Pipe Fitting Industry.
2. You become totally disabled as established by the receipt of Social Security Disability Benefits under Title II of the Social Security Act.
3. Your death.
4. You have not engaged in work for which contributions to the Plan are made for at least 24 consecutive months.

You are entitled to receive your Accumulated Share as soon as practicable following the Plan Year in which you retire or meet one of the other criteria above. An application for benefits should be made in writing on a form approved by the Board of Trustees. However, if you previously retired and received a distribution of your Accumulated Share but you later return to work and again become a Participant in the Plan, any

Accumulated Share that you earn on and after July 1, 2010 will not be distributed to you until at least 13 months after you subsequently retire.

Special rule for non-bargaining employees, travelers or summer help: Additionally, if you (i) have not been an Employee for at least 13 months and (ii) were considered to be a non-bargaining employee or a traveler or summer help while you were an Employee, you will be eligible to receive your Accumulated Share as soon as practicable after the 13 month period has passed.

You may defer receiving your Accumulated Share until your Normal Retirement Date of age 65. However, in any event, the lump-sum payment of your Accumulated Share must be paid to you no later than the 60th day after the end of the Plan Year in which you reach age 65 or, if later, the 60th day after the end of the Plan Year in which you Retire.

In the event your Accumulated Share becomes payable upon your death, a lump-sum distribution will be made to your designated beneficiary. If you are married on the date of your death, and your spouse has not consented in writing to waive his or her right to any benefits, your Accumulated Share will be paid to your spouse. If your spouse or designated beneficiary does not survive you, your Accumulated Share will be distributed in accordance with the terms of the Plan. If your beneficiary is your spouse, your spouse may elect to rollover all or part of the amount held in your Individual Account to an eligible retirement plan upon your death. If your beneficiary is *not* your spouse, your non-spouse beneficiary may elect a direct trustee-to-trustee transfer to an "Inherited IRA" of the portion of your Individual Account that is not subject to the required minimum distribution rules. You should contact Zenith for more information regarding rollovers.

Plan loans and hardship distributions are not permitted under the Plan.

In-Service Withdrawals

If you have at least five full years of participation in the Plan (that is, 60 months have passed since your Individual Account was established), you will be eligible to make a one-time election to receive an early in-service withdrawal of up to 50% of your Employer Account and Rollover Account. Such election must be made in the form and manner and subject to such uniform rules, procedures and administrative fees, as prescribed by the Board of Trustees. If you make an election for an in-service withdrawal, you will be advised by the Board of Trustees that there are income tax consequences to your election.

Distributions to Employees Not in Jurisdiction

If an Employer makes Employer Contributions on behalf of an Employee who is affiliated with a union in the plumbing and pipe fitting industry other than within the jurisdiction of the Union and such Employee does not have an account under a tax-qualified plan in another jurisdiction, the Employee may elect to receive his Accumulated Share in the form of a lump-sum distribution or a rollover distribution on or after the first day of the calendar quarter following a calendar quarter in which no Employer Contributions were made on his behalf.

Other Withdrawal Information

To request any of these withdrawals, you must contact Zenith at (713) 219-1200 or (800) 682-7473. When you receive a withdrawal from the Plan, the tax laws in effect at that time will apply.

You are responsible for complying with applicable federal, state and local tax laws and regulations. In addition, certain withholding rules may also apply at the time you receive a withdrawal from the Plan. These withholding rules are explained in a special tax notice that will be provided to you with each quarterly statement. In addition, certain withdrawals may be subject to the 10% early distribution penalty (see below under “Taxation of Distribution”). Because taxes are a complex subject and tax laws constantly change, you should consult your professional tax and/or financial advisor before receiving any withdrawal from the Plan.

Distributions, including distributions required on the minimum distribution date, will be made to you at your current address on file with the Plan Administrator. While you are still working, please keep your address up to date through ESS. Once you retire, report any address change to Zenith at (713) 219-1200 or (800) 682-7473.

If you are receiving a distribution, you should read the “Taxation of Distribution” section carefully. You should also review your distribution to confirm its accuracy once it is received.

Designation of Beneficiary

When you enroll in the Plan, you must name your beneficiary. You may name anyone as your beneficiary. However, if you are married and you designate someone other than your spouse as your beneficiary, you must obtain your spouse’s written consent before a notary. You identify primary and any contingent beneficiaries by name and Social Security number. Your contingent beneficiary(ies) receive(s) your account balance only if your primary beneficiary(ies) die(s) before you. Funds cannot be distributed to a minor beneficiary without identifying a financial guardian. If you do not name a beneficiary, your Plan account will be distributed to your spouse, or if he or she dies before you, or, if you do not have a spouse as of your date of death, to your estate. You should periodically review your designation, particularly if you have had a recent life event. You may review or change your beneficiary designation at any time online at www.jpensions.com or by calling the Plan at 1-800-395-1113.

X. TAXATION OF DISTRIBUTION

If you elect to directly rollover any portion of a distribution from your Individual Account that is considered an “eligible rollover distribution” to an IRA or another employer’s qualified retirement plan, 403(b) annuity plan or 457 governmental plan (collectively referred to as an “eligible plan”):

- Your payment will not be taxed in the year of the rollover, and no income tax will be withheld.

- The value of your Individual Account will be transferred directly to your IRA or an eligible plan that accepts your rollover.
- Your payment will be taxed later when you take it out of the IRA or eligible plan.

If you choose to have your Individual Account paid directly to you in a lump sum:

- You will receive 80% of the amount of your payment because 20% federal income tax must be withheld.
- You may also incur an additional nondeductible 10% penalty tax on any distribution you receive prior to attaining age 59½. As a general matter, this penalty will not apply if you roll over the distribution or if you received the distribution on account of retirement after age 55, death, or disability. Payments to a former spouse under a qualified domestic relations order are not subject to the 10% early distribution penalty.

Whenever you receive a distribution you should consult a qualified tax advisor. The laws concerning plan distributions are very complex and are subject to change. Furthermore, each individual's situation is different. Professional advice will help you make an informed decision about the amounts held in your Individual Account.

XI. TERMINATION, AMENDMENT AND MODIFICATION OF THE PLAN AND TRUST

The Trustees expressly reserve the right to change the terms of the Plan and the related Trust Agreement at any time. Furthermore, while the Trustees intend to continue the Plan indefinitely, the Trustees may also terminate the Plan and related Trust Agreement.

In the event of termination of the Plan or complete discontinuance of contributions, you will have a non-forfeitable right to your Accumulated Share. You will receive a distribution of your Accumulated Share and that portion of the total remaining assets after payment of Plan expenses, if any, in the same ratio as your Accumulated Share bears to the aggregate amount of the Accumulated Share of all participants.

XII. NONASSIGNABILITY OF RIGHTS OF PARTICIPANTS

The Plan is intended to pay benefits only to you or to your beneficiary. Your Accumulated Share cannot be liable for debts of any employee or beneficiary, or be assigned in any other way. However, benefits may be divided pursuant to a "qualified domestic relations order" and the Plan must comply with a "qualified domestic relations order." A "qualified domestic relations order" is a legal judgment or decree which recognizes the rights of another person under the Plan with respect to alimony, marital property rights or support for a child or other dependent. A domestic relations order must satisfy specific requirements to be "qualified," and it must be recognized by the Plan Administrator as such. In addition, there are specific procedures regarding the amount and timing of any payments made under an order. You may receive more information regarding qualified domestic relations orders, including a copy of the Plan procedures for such orders, from the Plan Administrator.

XIII. ERISA PROVISIONS

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, 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 Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you the balance of your Individual Account. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan will provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining benefits under the Plan or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan document 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 which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest 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.

XIV. CLAIMS PROCEDURES

Applying for Benefits

You (or your authorized representative) may file a written claim with the Plan Administrator for any Plan benefits to which you believe you are entitled. To do so, please submit your written claim to the Plan Administrator. Within 90 days after the receipt of your claim, the Plan Administrator will provide you (or your authorized representative) with written notice of its decision on the claim, unless special circumstances require an extension of the 90-day period. If an extension is required, the Plan Administrator will provide you (or your authorized representative) with a written notice of the extension before the end of the initial 90-day period.

Denial of a Claim

If your claim is wholly or partially denied, the written notice of the decision will inform you of:

- the specific reasons for the denial;
- the specific provisions of the Plan upon which the denial is based;
- any additional material or information necessary to perfect the claim and reasons why such material or information is necessary; and
- an explanation of the Plan's claim review procedures, including a statement of your right to bring a civil action under ERISA Section 502(a) following denial of your claim on review.

Claims Review Procedure

Within 60 days after the receipt of written notice of a denial by the Plan Administrator of all or a portion of a claim, you (or your authorized representative) may request a review by the Plan Administrator of the denial by filing a written notice with the Plan Administrator. Your request for review may include additional information and comments that you wish to present to the Plan Administrator. During the 60-day period following notice of the denial, you (or your authorized representative) may examine the Plan and any other document upon which the denial is based.

Upon receipt of a request for review of a claim denial, the Plan Administrator shall undertake a full and fair review of the claim denial and provide you with written notice of its decision no later than the date of the Trustees meeting next following receipt of the request for review, except that if your request for review is received within 30 days of the first meeting, a decision will be made on your request for review no later than the second Trustees meeting following receipt of your request. Additionally, if special circumstances exist that require an extension of time, such as the need to hold a hearing, a decision will be made no later than the third Trustees meeting following receipt of your request. You will be notified in writing if any extension is necessary prior to the commencement of the extension. That notice will state why the extension is required and the date by which the Plan Administrator expects to make the decision on your appeal.

If your claim is wholly or partially denied by the Plan Administrator, the final notice will inform you of:

- the specific reason for the denial;
- the specific provisions of the Plan upon which the denial is based;
- a statement that you are entitled to receive upon request (free of charge) reasonable access to and copies of the documents, records and other information relevant to your claim; and
- a statement of your right to bring a civil action under Section 502(a) of ERISA.

Except as otherwise required by law, the decision of the Plan Administrator on review of the claim denial shall be binding on all parties when the Participant has exhausted the claims procedure under the Plan. Benefits under the Plan will only be paid if the Plan Administrator decides in its discretion that a Participant is entitled to them.

Note that you may not bring any action at law or equity to recover a benefit under the Plan until you have exhausted your administrative claims procedures as described above and your claim has been denied in whole or in part. Any lawsuit must be filed within one year following the final denial of your claim pursuant to the Plan's administrative claims procedures.

XV. OTHER PROVISIONS

- **Name of Plan:** Pipe Fitters Local Union No. 211 Defined Contribution Retirement Plan.
- **Type of Plan:** The Plan is a defined contribution plan.
- **Employer Identification Number:** The employer identification number assigned to the Plan is 76-0525814.
- **Plan Number:** The Plan number is 001.
- **Plan Sponsor:** The Pipe Fitters Local Union No. 211 Defined Contribution Retirement Plan is sponsored by the Joint Board of Trustees consisting of Union Trustees and Employer Trustees. The names and addresses of the Trustees are as follows:

Union Trustees
Kenneth H. Edwards
Pipe Fitters Local 211
1301 W. 13th Street
Deer Park, Texas 77536

Todd Longron
Pipe Fitters Local 211
1301 W. 13th Street
Deer Park, Texas 77536

Bryan Edwards, Secretary
Pipe Fitters Local 211
1301 W. 13th Street
Deer Park, Texas 77536

Randy Beal
Pipe Fitters Local 211
1301 W. 13th Street
Deer Park, Texas 77536

Employer Trustees
Doug Gregory, Chairman
Gregory-Edwards, Mechanical Contractors
Post Office Box 801647
Houston, Texas 77280-1647

Mark S. Letsos, Chairman
Letsos Company
Post Office Box 36927
Stafford, Texas 77497-1189

Rick Beeler
Straus Systems, Inc.
Post Office Box 1189
Stafford, Texas 77497-1189

Tony McCorvey, Jr.
Way Engineering, LTD
Post Office Box 36530
Houston, Texas 77236

The address for the Joint Board of Trustees is 9555 West Sam Houston Parkway South, Suite 400, Houston, Texas 77099.

- **Plan Administrator:** The Joint Board of Trustees is the legal Plan Administrator. The Joint Board of Trustees has contracted Zenith American Solutions, 9555 West Sam Houston Parkway South, Suite 400, Houston, Texas 77099, Telephone Number: (713) 219-1200 or (800) 682-7473, to handle the routine administrative matters on its behalf.

The Plan is maintained pursuant to one or more collective bargaining agreements. Upon request, the Plan Administrator will provide you with a copy of the collective bargaining, labor, reciprocal and participation agreements.

- **Agent for Service of Legal Process:** Legal process may be served on the Plan Administrator (Joint Board of Trustees) c/o Zenith or the Plan Trustee at the address indicated above.
- **Funding Medium:** The Plan assets are held in trust pursuant to the Pipe Fitters Local Union No. 211 Defined Contribution Trust Fund Agreement, which was established in connection with the Plan. The custodian of Plan assets is John Hancock, PO Box, Carol Stream, IL 60132-2495.
- **Third Party Administrator:** The Trustees have contracted Zenith American Solutions as the third party administrator for day to day administration of the Plan.
- **Plan Recordkeeper:** The Board of Trustees has contracted John Hancock as the recordkeeper and trustee of the Plan assets.
- **Plan Consultant and Investment Advisor:** The Joint Board of Trustees has contracted Oppenheimer & Co. as a plan consultant and investment advisor to Plan Participants. Oppenheimer & Co. is located at 1600 Smith Street, Suite 3100, Houston, Texas 77002.
- **Employers Adopting Plan:** Pipe Fitters Local Union No. 211.

Upon written request, the Plan Administrator will provide you with information as to whether a particular employer is a sponsor of this Plan and if the employer or employee organization is a plan sponsor, the Plan Administrator will provide the sponsor's address.

- **Plan Year:** The Plan Year, which is also the Plan's fiscal year, begins on January 1 and ends on December 31.
- **Limitation on Benefits:** Certain limits have been established by the Tax Code and the IRS detailing the maximum amount Employees and the Employer can contribute to the Plan. While most Employees will never reach the limits, it is a legal requirement that the maximum amounts be stated in the Plan's legal document. You will be contacted if the maximum affects you.
- **Employment:** This Plan is neither a contract for employment nor consideration for employment. Participation in the Plan is not a guarantee of or contract for new or continued employment. All Employees remain subject to termination, layoff or discipline as if the Plan had never been put into effect.
- **Military Service and Benefits Under the Plan:** If you leave employment with your Employer to perform certain military service and are subsequently reemployed by your Employer, you may be entitled to be credited with service and Non-Elective Employer

Contributions, if any, for the period of your military service. For more information, please contact Zenith.

- **Plan Not Insured by the Pension Benefit Guaranty Corporation:** The benefits under plans known as “defined benefit pension plans” may be insured by the Pension Benefit Guaranty Corporation against a loss of benefits upon plan termination since these plans are not always fully funded. Because the Plan is a defined contribution plan, it bases benefits solely on the amounts in each Participant’s Individual Account. Therefore, it is always fully funded. The Pension Benefit Guaranty Corporation does not insure individual account plans, such as the Plan, in the event of Plan termination.
- **Governing Law:** The Plan is governed by ERISA and, to the extent ERISA does not apply, the laws of the State of Texas.

This summary plan description is intended to be a brief description of the Plan. It does not change or take the place of the official Plan documents. In all cases the Plan documents will control.

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