

**UA LOCAL 190 PLUMBERS/PIPEFITTERS/
SERVICE TECHNICIANS/
GAS DISTRIBUTION
DEFINED CONTRIBUTION PLAN
SUMMARY PLAN DESCRIPTION
HANDBOOK**

Plan No. 002

As updated through June 1, 2003

THIS HANDBOOK COMPLETELY
REPLACES ALL SUMMARIES
PREVIOUSLY ISSUED.

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TO ALL MEMBERS OF LOCAL 190:

We, as Trustees of your Defined Contribution 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 our Pension Plan, this Defined Contribution 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 our 401(k) retirement feature. This addition to our overall retirement program helps make our retirement program one of the finest in our industry.

Following is an easy-to-read and convenient source of information about these benefits. The first few pages identify those responsible for overseeing and operating the Plan. The rest of this Handbook tells you how your Defined Contribution Plan benefits work 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 Handbook provides you with a summary of all the important information concerning your Plan account, but you may read the entire Defined Contribution Plan at the Administrative Manager's Office at any time.

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 to you. So far, all changes have been improvements.

We hope you will read this Handbook, 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

MICHIGAN DISTRIBUTION CONTRACTORS
ASSOCIATION (“Association”)
12690 Grand Willow Drive
Grand Ledge, Michigan 48837

Participants in our Defined Contribution 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. and the Michigan Distribution Contractors Association. 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 appointed by the Union and the Associations. 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 5.

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

Ronald House
Stephen Fountain
Thomas Lavender
Scott Klapper

Alternate: Bryce Mitchell

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 Parkside Plaza, Suite 600
Ann Arbor, Michigan 48103

Newton Squires
McGovern Plumbing & Heating, Inc.
P.O. Box 70
Milan, Michigan 48160

John T. Darr
John Darr Mechanical, Inc.
1046 Baker Road
Dexter, MI 48130

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

Trustees appointed by the Michigan Distribution Contractors Association and their principal place of business:

Madelyne Lawry
Michigan Distribution Contractors Association
12690 Grand Willow Drive
Grand Ledge, Michigan 48837

Alternate:
Wayne Kline
Kline's Construction Co.
20455 Centerville-Constantine Rd.
Centerville, MI 49032

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:

Benefit Advisors, Inc.
Suite 100
17197 Laurel Park Drive
Livonia, Michigan 48152

EIN: 38-3558012

Telephone Number: (888) 390-7473

Correspondence with the Administrative Manager should be directed to Thomas Hayden, the Designated Administrator.

PLAN RECORD-KEEPER

In addition, the Trustees have hired a firm to handle the record keeping and preparation of Participant statements for the Plan. That firm is:

Rehmann Consulting
3230 Eagle Park Drive NE
Suite 201

Grand Rapids, Michigan 49525
Telephone: (800) 869-1276
Primary Contact: Chad Rick

ASSET CUSTODIAN

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:

Nationwide Financial Services, Inc.
One Nationwide Plaza
Columbus, Ohio 43216
Telephone: (614) 249-7111

INTRODUCTION

The Plan was begun back 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 UA Local 190 Defined Contribution Plan is designed to help you live comfortably in retirement

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

GLOSSARY - DEFINED TERMS

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

Beneficiary: The person designated by you on a form provided by the Administrative Manager to receive any unpaid benefits under this Plan at your death. If you are married, your spouse is your automatic beneficiary unless you designate someone else with your spouse's written consent in the manner described in this Handbook. If you do not designate a Beneficiary, the Plan provides that your Beneficiary is your spouse, if you are married; if you are not married but have children, your children; and if you are not married and have no children, your estate.

Collective Bargaining Agreements: The labor contracts in force between UA Local No. 190 and the Greater Michigan Plumbing & Mechanical Contractors Association, Inc. and the Michigan Distribution Contractors Association, and any other contractor that has executed a Collective Bargaining Agreement with UA Local 190.

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

Employee: Any individual employed by UA Local 190 or by an Employer covered by a Collective Bargaining Agreement.

Employer: UA Local 190 and any employer bound by a Collective Bargaining Agreement with UA Local 190.

Employer Contributions: The hourly contributions made by Employers to the Plan even if you do not elect to have additional amounts withheld from your pay.

Highly Compensated Employee: An Employee who earned at least \$85,000 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 \$85,000 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 and 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 has contributions made under the Plan.

Plan Administrator: The Joint Board of Trustees.

Plan Year: June 1 through May 31.

Termination of Employment: Two consecutive Plan Years in which you have no Hours of Service.

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 contribute 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 retire, become disabled, die, or have two consecutive Plan Years with no Hours of Service. (See RETIREMENT BENEFITS AND DISTRIBUTIONS.)

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 pays fringe benefit contributions on your behalf. 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.

CONTRIBUTIONS

Elective (“§401(k)”） Deferrals. As an eligible Employee, you may authorize Employers to withhold \$.50, \$1.50, \$2.50, or \$3.50 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 \$11,000 as adjusted from time to time. The \$11,000 limit will increase to \$12,000 on January 1, 2003, \$13,000 on January 1, 2004, \$14,000 on January 1, 2005, and \$15,000 on January 1, 2006. It will be adjusted for inflation each time cost of living increases would raise it \$500 or more after 2006.

If you participate in any other 401(k) plan and your total of all Elective Deferrals under this Plan and the other plan exceeds

the \$11,000 limit for any calendar year, you must designate one of the plans as receiving an excess amount. If you choose this Plan as the one receiving the excess, you must notify the Administrative Manager by March 1 of the following year so that the excess amount and its share of Plan income may be returned to you by April 15.

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 increase or decrease the amount of your Elective Deferrals as of the next June 1 by written notice to the Administrative Manager. You cannot make a change to a higher or lower amount before the next June 1.

You may stop your Elective Deferrals as of the first day of the next payroll period after the Administrative Manager and your Employer receive written notice of your election to stop. **If you stop Elective Deferrals, you may not start Elective Deferrals again until the next June 1, even if you go to work for a different Employer before then.**

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 who operate in the construction trades 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 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution 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 x 2 hours). The Employer Contribution for those two hours will be \$.75 (\$0.25 x 2 hours x 1½).

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 or special individual retirement arrangement (known as a "conduit" IRA). If you have already received a lump sum payment from another qualified retirement plan, or if you received payment from another qualified retirement plan and placed it in a separate "conduit" IRA to which no other regular IRA contributions or rollovers have been made, you may be eligible to redeposit that payment to this Plan. If you receive a distribution from another plan or conduit IRA, 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 or IRA. 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. If you do not receive your statement on time, please notify the Plan Recordkeeper.

VESTING AND LOSS OF BENEFITS

Determining Vested Benefit. Your vested benefit refers to how much of your account cannot be taken away from you if you stop working. 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 event 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 and other costs of maintaining the Plan.

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 Withdrawals. You may file a written request for a hardship withdrawal of Elective Deferrals, but no earnings you may have accumulated on Elective Deferrals may be withdrawn

on account of hardship. Hardship withdrawals must be authorized through the Joint Board of Trustees. Hardship withdrawals are available only for the following reasons:

- to assist you in purchasing a personal residence which is your primary place of residence (not including mortgage payments),
- to assist you in paying post-secondary tuition expenses for you or your dependents, for the next academic period,
- to assist you in paying actual expenses incurred on behalf of you or your dependents for hospitalization, doctor or surgery expenses which are not covered by insurance, or
- to prevent your eviction from or foreclosure on your principal residence.

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 12 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.

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 in the last two completed Plan Years. 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. 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. 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, 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 your estate.

Death Benefits. In the event of your death, the full value of your account is payable to your Beneficiary in a lump sum, or

in installments payable over any period which does not exceed the life expectancy of your Beneficiary. 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 ½ 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.

The procedure is as follows:

- 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**.

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 6 of this Summary. The Asset Custodian is responsible for the safekeeping 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 when you first have contributions made to the Plan. 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 automatically receive a copy of the most recently provided prospectus provided to the Plan whenever you direct the investment of your account into an investment alternative in which you have no assets invested. 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 any prospectuses and other 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 5.

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 Plan Recordkeeper 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, which in recent years has been the money

market account. 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, Plan Recordkeeper, 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 Board's 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, and
- making distributions from the Trust Fund in accordance with written instructions received from the Joint Board of Trustees.

The Plan Recordkeeper is responsible for maintaining records of all transactions affecting Participant accounts. These duties include:

- 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 UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution Defined Contribution 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 (anytime after age 59½ 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 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, P.C.
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 and **service 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 Administrative Manager through the Plan's legal counsel 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 Handbook outlines the principal features of the Defined Contribution 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.