

U.A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)

FIRST AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U.A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 17th day of December, 2014 and the 24th day of February, 2015, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Amended Article 6, Section 1(e)(6), to read in its entirety as follows, and to be effective January 1, 2015:

1. Employees shall be entitled to distribution of benefits at the time of the earliest of the following events:

* * *

(e) the lapse of 12 months since the Employee's last hour of employment in the Plumbing and Pipefitting Industry, as defined in the U. A. Local No. 159 Defined Benefit Plan, except as follows:

(1) if the Employee's only service was as an office employee of a sponsoring organization, the Employee may receive a distribution immediately upon termination of employment; or

(2) if the Employee has continued to work in the Plumbing and Pipefitting Industry, during the six (6) months preceding an application for distribution, solely in the capacity of contributing employer, the Employee may receive a distribution notwithstanding the fact that he is still employed in the Plumbing and Pipefitting Industry. A former Employee shall be considered a contributing employer if he is the owner of 25% or more of a partnership or non-publicly traded corporation which has been signatory to a Collective Bargaining Agreement calling for contributions to the U. A. Local No. 159 Defined Benefit Plan for six months, and which employs at least one person in covered employment at the time of application for distribution of benefits; or

(3) if the Employee verifies, on a form acceptable to the Trustees, that he or she has terminated employment in the Plumbing and Pipefitting Industry, the Employee may receive a distribution after the lapse of six (6) months after the Employee's last hour of employment in the Plumbing and Pipefitting Industry. For purposes of this rule, if an employee has had a separation from Industry Service, he or she shall not be deemed to have returned to Industry Service if the employee has performed 80 or fewer actual hours of covered employment within the six-month

period before his or her application for a distribution, and is not employed in Industry Service at the time he or she applies for a distribution under this rule. However, a former Employee who terminated employment in the Plumbing and Pipefitting Industry and received a distribution under this Paragraph (e)(3) at any time, who again becomes a participant in the Plan, may not receive a distribution under this Paragraph; or

(4) if the Employee has continued to work in the Plumbing and Pipefitting Industry solely in a management position, as defined below, of a contributing corporate employer, during the twelve (12) months preceding an application for distribution, the Employee may receive a distribution notwithstanding the fact that he or she is still employed in the Plumbing and Pipefitting Industry if he or she owns shares of the publicly traded stock of his or her contributing employer or its parent corporation, so long as he or she does not own more than ten percent (10%) of the voting shares of the corporation. For the purpose of this paragraph (4), "management position" shall mean that the employee, among his or her other responsibilities, has had the authority to hire and fire non-bargaining unit employees of the corporation.

(5) for applications received between May 1, 2010 and December 31, 2014, an employee shall be entitled to a distribution of benefits upon the lapse of six (6) months since the Employee's last hour of employment in the Plumbing and Pipefitting Industry, as defined in the U. A. Local No. 159 Defined Benefit Plan.

(6) for applications received between December 1, 2013 and June 30, 2015, an employee shall be entitled to a distribution of benefits upon the lapse of three (3) months since the Employee's last hour of employment in the Plumbing and Pipefitting Industry, as defined in the U. A. Local No. 159 Defined Benefit Plan.

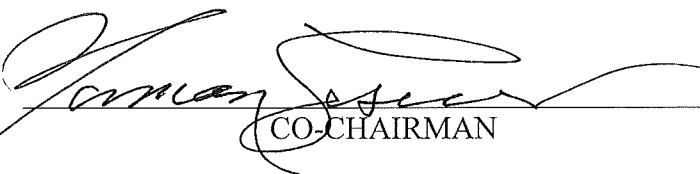
[remainder of section unchanged]

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 2/24/15



CO-CHAIRMAN

Date: 2-24-15

**U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)**

SECOND AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 20th day of October, 2015, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Deleted Article 5, Section 4(d), and renumbered Section 4(e) as 4(d):

(d) If excess aggregate contributions are made on behalf of any Employee in any Plan Year, such excess aggregate contributions, along with the income allocable to those contributions during the Plan Year, shall be distributed to that Employee within two and one-half months of the close of the Plan Year.

2. Amended Article 6, Section 1(d) to read as follows:

(d) upon application of the Employee showing that he or she is suffering a substantial economic hardship and has participated in the Plan for two years. A showing of substantial hardship shall be established if the Employee has an immediate and heavy financial need which cannot be met from other sources, as demonstrated to the Trustees as they shall reasonably determine. The Employee shall be deemed to have an immediate and heavy financial need if the distribution is to be used for: (1) expenses for (or necessary to obtain) medical care that would be deductible under IRC Section 213(d); (2) costs directly related to the purchase of a principal residence for the employee (excluding mortgage payments); (3) payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the employee, or the employee's spouse, children, or dependents; (4) payments necessary to prevent the eviction of the employee from the employee's principal residence or foreclosure on the mortgage on that residence; (5) payments for burial or funeral expenses for the employee's deceased parent, spouse, children or dependents; or (6) expenses for the repair of damage to the employee's principal residence that would qualify for the casualty deduction under IRC Section 165. Distributions under this subsection (d) shall not exceed the lesser of the amount of the Employee's elective contributions shown as of the last annual valuation, or the amount of financial need shown; or

3. Amended Article 7, Section 1(a) to read as follows, effective January 1, 2003:

1. (a) Distribution from the Plan may be made in any one of the following ways, always giving primary consideration to the wishes of the Employee whenever possible:

(1) lump sum distribution, subject to the procedures of subsection (b);

(2) equal monthly installments in an amount to be selected by the Employee, and not less than \$100.00, over a fixed period of years, not to exceed the life expectancy of: (i) the Employee, or (ii) if the Employee's beneficiary is his or her spouse who is more than ten years younger than the Employee, the joint life expectancy of the Employee and spouse; in accordance with Internal Revenue Code Section 401(a)(9), IRS Reg. § 1.401(a)(9)-2 through 1.401(a)(9)-9 and the incidental death benefit requirements of 401(a)(9)(G).

4. Amended Article 3, Section 4, to read as follows:

4. (a) If required by 38 U.S.C. § 4318, a participant who returns to Covered Employment on or after December 13, 1994, after return from military service, shall receive credit as follows:

(1) at the rate the employee would have received but for the period of qualifying military service, or

(2) in the case that the determination of such rate is, in the judgment of the Trustees, not reasonably certain, on the basis of the employee's average rate of compensation during the 12-month period immediately preceding such period (or, if shorter, the period of employment immediately preceding such period).

(b) Survivors of a participant who dies while performing qualified military service are entitled to any additional benefits that would be provided under the Plan if the participant had resumed covered employment and then terminated such employment on account of death.

5. Amended the Plan by the addition of a new Article 12, to read as follows:

ARTICLE 12. CONTINGENT TOP-HEAVY PROVISIONS

1. Definitions. For purposes of this Article 12, the following words and phrases shall have the meaning stated below, unless a different meaning is clearly required by the context:

(a) Key Employee.

(1) In determining whether the Plan is top-heavy for Plan years beginning after December 31, 2001, Key Employee means any Employee or former employee (including any deceased employee) who at any time during the Plan year that includes the determination date is an officer of the Employer having an annual Compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Internal Revenue Code (the "Code") for Plan years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having an annual Compensation of more than \$150,000. In determining whether a plan is top-heavy for plan years beginning before January 1, 2002, Key Employee means any employee or former employee (including any deceased employee) who at any time during the 5-year period

ending on the determination date, is an officer of the Employer having an annual Compensation that exceeds 50-percent of the dollar limitation under Section 415(b)(1)(A), an owner (or considered an owner under Section 318) of one of the ten largest interests in the Employer if such individual's Compensation exceeds 100 percent of the dollar limitation under Section 415(c)(1)(A), a 5-percent owner of the Employer, or a 1-percent owner of the Employer who has an annual Compensation of more than \$150,000. For purposes of this paragraph (1), annual Compensation means Compensation as defined in Article 1, Section 7.

(2) The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(b) Top-Heavy Plan.

This Plan is top-heavy if any of the following conditions exists:

(1) If the top-heavy ratio for this Plan exceeds 60 percent and this Plan is not part of any required aggregation group or permissive aggregation group of plans.

(2) If this Plan is a part of a required aggregation group of plans but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds 60 percent.

(3) If this Plan is a part of a required aggregation group and part of a permissive aggregation group of plans and the top-heavy ratio for the permissive aggregation group exceeds 60 percent.

(c) Top-Heavy Ratio.

(1) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and an Employer has not maintained any defined benefit plan which during the 5-year period ending on the determination date(s) has or has had accrued benefits, the top-heavy ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the determination date(s) (including any part of any account balance distributed in the 1-year period ending on the determination date(s)) (5-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the 1-year period ending on the determination date(s)) (5-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002), both computed in accordance with Section 416 of the Code and the regulations thereunder. Both

the numerator and denominator of the top-heavy ratio are increased to reflect any contribution not actually made as of the determination date, but which is required to be taken into account on that date under Section 416 of the Code and the regulations thereunder.

(2) If an Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer maintains or has maintained one or more defined benefit plans which during the 5-year period ending on the determination date(s) has or has had any accrued benefits, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with (1) above, and the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the determination date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with (1) above, and the present value of accrued benefits under the defined benefit plan or plans for all Participants as of the determination date(s), all determined in accordance with Section 416 of the Code and the regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an accrued benefit made in the 1-year period ending on the determination date (5- year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002).

For purposes of (1) and (2) above, the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the determination date, except as provided in Section 416 of the Code and the regulations thereunder for the first and second Plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (i) who is not a Key Employee but who was a Key Employee in a prior year, or (ii) who has not been credited with at least one hour of service with any Employer maintaining the Plan at any time during the 1-year period (5-year period in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002) ending on the determination date, will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Code and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The accrued benefit of a Participant other than a Key Employee shall be determined under (i) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (ii) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule

of Section 411(b)(1)(C) of the Code.

(d) Permissive Aggregation Group.

The required aggregation group of plans plus any other plan or plans of an Employer which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Section 401(a)(4) and 410 of the Code.

(e) Required Aggregation Group.

Each qualified plan of an Employer in which at least one Key Employee participates or participated at any time during the plan year containing the determination date or any of the four preceding plan years (regardless of whether the plan has terminated), and any other qualified plan of the Employer which enables a plan described in (1) to meet the requirements of Section 401(a)(4) or 410 of the Code.

(f) Determination Date.

For any Plan year subsequent to the first Plan year, the last day of the preceding Plan year. For the first Plan Year of the Plan, the last day of that year.

(g) Valuation Date.

The last day of each Plan year.

2. Minimum Benefits.

(a) Except as otherwise provided in (c) and (d) below, the Employer contributions and forfeitures allocated on behalf of any Participant who is not a Key Employee shall not be less than the lesser of three percent of such Participant's Compensation or in the case where the Employer has no defined benefit plan which designates this Plan to satisfy Section 401 of the Code, the largest percentage of Employer contributions and forfeitures, as a percentage of Key Employee's Compensation, as limited by Section 401(a)(17) of the Code, allocated on behalf of any Key Employee for that year. The minimum allocation is determined without regard to any Social Security contribution. This minimum allocation shall be made even though, under other Plan provisions, the Participant would not otherwise be entitled to receive an allocation, or would have received a lesser allocation for the year because of (i) the Participant's failure to complete 1,000 hours of service (or any equivalent provided in the Plan), or (ii) the Participant's failure to make mandatory employee contributions to the Plan, or (iii) Compensation less than a stated amount.

(b) For purposes of computing the minimum allocation, Compensation shall mean Compensation as defined in Article 1, Section 7, as limited by Section 401(a)(17) of the Code, but shall mean Compensation earned as an Employer for the whole year.

(c) The provisions in (a) above shall not apply to any Participant who was not employed by the Employer on the last day of the Plan year.

(d) The provision in (a) above shall not apply to any Participant to the extent the Participant is covered under any other plan or plans of the Employer and the Employer has provided that the minimum allocation or benefit requirement applicable to top-heavy plans will be met in the other plan or plans.

3. Minimum Vesting.

The Participants in this Plan are 100% vested at all times.

6. Amended Article 1, by the addition of a new section 9 and by renumbering existing section 9 as 10, as follows:

9. Spouse means a person to whom a participant is legally married in any jurisdiction, without regard to gender.

10. All terms not defined herein but defined in the U. A. Local No. 159 Pension Trust Fund Trust Agreement, as amended from time to time, shall have the meaning given in the Trust Agreement.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 10/20/15



CO-CHAIRMAN

Date: 10/20/15

U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)

THIRD AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 11th day of August, 2015 and the 20th day of October, 2015, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Amended Article 6, Section 1(e)(6), to read in its entirety as follows:

1. Employees shall be entitled to distribution of benefits at the time of the earliest of the following events:

* * *

(e) the lapse of 12 months since the Employee's last hour of employment in the Plumbing and Pipefitting Industry, as defined in the U. A. Local No. 159 Defined Benefit Plan, except as follows:

(1) if the Employee's only service was as an office employee of a sponsoring organization, the Employee may receive a distribution immediately upon termination of employment; or

(2) if the Employee has continued to work in the Plumbing and Pipefitting Industry, during the six (6) months preceding an application for distribution, solely in the capacity of contributing employer, the Employee may receive a distribution notwithstanding the fact that he is still employed in the Plumbing and Pipefitting Industry. A former Employee shall be considered a contributing employer if he is the owner of 25% or more of a partnership or non-publicly traded corporation which has been signatory to a Collective Bargaining Agreement calling for contributions to the U. A. Local No. 159 Defined Benefit Plan for six months, and which employs at least one person in covered employment at the time of application for distribution of benefits; or

(3) if the Employee verifies, on a form acceptable to the Trustees, that he or she has terminated employment in the Plumbing and Pipefitting Industry, the Employee may receive a distribution after the lapse of six (6) months after the Employee's last hour of employment in the Plumbing and Pipefitting Industry. For purposes of this rule, if an employee has had a separation from Industry Service, he or she shall not be deemed to have returned to Industry Service if the employee has performed 80 or fewer actual hours of covered employment within the six-month period before his or her application for a distribution, and is not employed

in Industry Service at the time he or she applies for a distribution under this rule. However, a former Employee who terminated employment in the Plumbing and Pipefitting Industry and received a distribution under this Paragraph (e)(3) at any time, who again becomes a participant in the Plan, may not receive a distribution under this Paragraph; or

(4) if the Employee has continued to work in the Plumbing and Pipefitting Industry solely in a management position, as defined below, of a contributing corporate employer, during the twelve (12) months preceding an application for distribution, the Employee may receive a distribution notwithstanding the fact that he or she is still employed in the Plumbing and Pipefitting Industry if he or she owns shares of the publicly traded stock of his or her contributing employer or its parent corporation, so long as he or she does not own more than ten percent (10%) of the voting shares of the corporation. For the purpose of this paragraph (4), "management position" shall mean that the employee, among his or her other responsibilities, has had the authority to hire and fire non-bargaining unit employees of the corporation.

(5) for applications received between May 1, 2010 and December 31, 2014, an employee shall be entitled to a distribution of benefits upon the lapse of six (6) months since the Employee's last hour of employment in the Plumbing and Pipefitting Industry, as defined in the U. A. Local No. 159 Defined Benefit Plan.

(6) for applications received between December 1, 2013 and December 31, 2015, an employee shall be entitled to a distribution of benefits upon the lapse of three (3) months since the Employee's last hour of employment in the Plumbing and Pipefitting Industry, as defined in the U. A. Local No. 159 Defined Benefit Plan.

[remainder of section unchanged]

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.


CHAIRMAN

Date: 10/30/15


CO-CHAIRMAN

Date: 10/30/15

U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)

FOURTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the October 4, 2016, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Added a new Section Article 2, Section 1(b)(3)(C), to read as follows:

(C) *ADP Test Safe Harbor Rules.* Notwithstanding anything contained in this Article to the contrary, the provisions of this paragraph (C) shall apply for the Plan Year and any provisions relating to the average actual deferral percentage test (as set forth in paragraph (a) above) shall not apply to a particular collective bargaining unit, if the applicable collective bargaining agreement so provides. Such collective bargaining unit shall satisfy both the notice requirement and the contribution requirement described below. The safe harbor contribution requirement must be satisfied without regard to Section 401(l) of the Code. Under the nonelective contribution requirement, the nonelective contribution shall be made on behalf of each Participant in the collective bargaining unit. For purposes of this Section, the Plan Year shall equal twelve (12) consecutive months.

(1) Notice Requirement. At least thirty (30) days and no more than ninety (90) days, prior to the beginning of each Plan Year, the Administrator shall provide each applicable Employee eligible to participate in the Plan with notice in writing in a manner calculated to be understood by the average eligible Employee, or through an electronic medium reasonably accessible to such Employee, of the contribution requirement described below, of any other contributions under the Plan, and the conditions under which such contributions are made, the type and amount of Compensation that may be deferred under the Plan, the procedures for making deferrals and the administrative and timing requirements that apply, the periods available under the Plan for making elective deferrals, the plan to which safe harbor contributions will be made (if different than the Plan), and the withdrawal and vesting provisions applicable to contributions under the Plan. During the ninety (90) day period ending with the day an applicable Employee becomes eligible to participate in the Plan, the same notice shall be provided to that Employee. Notwithstanding the foregoing, the notice shall satisfy both the content requirement and timing requirement of IRS Notice 98-52 and IRS Notice 2000-3, and any subsequent guidance issued by the IRS, or any regulations issued under Section 401(k)(12) of the Code.

(2) Safe Harbor Nonelective Contribution. Effective January 1, 2017, if so provided under the applicable collective bargaining agreement, an Employer shall make a

nonelective contribution of three percent (3%) of an Employee's Compensation to a defined contribution plan on behalf of each Employee who is eligible to participate in the applicable collective bargaining unit without regard to whether such Employee makes elective deferrals under Article 2, Section 1(b). Nonelective contributions under this Section 1(b)(3)(C) shall be fully and immediately vested and shall not be distributable prior to:

(i) the Participant's severance from employment, total and permanent disability, or death; or

(ii) the termination of the Plan without the existence at the time of Plan termination of another defined contribution plan or the establishment of an alternative defined contribution plan by an Employer or an affiliated employer within the period ending twelve (12) months after distribution of all assets from the Plan. For this purpose, a defined contribution plan is not treated as an alternative defined contribution plan if it is an employee stock ownership plan (as defined in Section 4975(e)(7) or 409(a) of the Code), a simplified employee pension (as defined in Section 408(k) of the Code), a SIMPLE IRA plan (as defined in Section 408(p) of the Code), a plan or contract that satisfies the requirements of Section 403(b) of the Code, or a plan that is described in Section 457(b) or (t) of the Code.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 10-4-16



CO-CHAIRMAN

Date: 10-4-16

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U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)

FIFTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 22nd of August, 2017, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. A new Section 4 is added to Article 9 of the Plan to read as follows:

4. By participating in the Plan, participants, Employees, and beneficiaries waive, to the fullest extent permitted by law, whether or not in court, any right to commence, be a party in any way, or be an actual or putative class member of any class, collective, or representative action arising out of or relating to any dispute, claim or controversy relating to the Plan, and participants, Employees and beneficiaries agree that any dispute, claim or controversy may only be initiated or maintained and decided on an individual basis.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.

CHAIRMAN

Date:

8-22-17

CO-CHAIRMAN

Date:

8.22.17

FIFTH AMENDMENT

U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)

SIXTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 22nd of February 2018, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Effective April 1, 2018, the last sentence of subsection (c) of Article 11, Section 1 is amended to state as follows:

Claims and appeals for distribution of benefits based on disability shall be governed by the special procedures set forth in Section 2 below.

2. Effective April 1, 2018, Article 11, Section 1 is amended to add the following new subsection (d):

(d) The denial of an application or claim after the right to review has been waived or the decision of the Board of Trustees on petition for review has been issued, shall be final and binding upon all parties, including the claimant. No lawsuit may be filed without first exhausting the below appeals procedures. A civil action arising from the denial of benefits must be filed within one year from the date on which the Board of Trustees provides notice that the claimant's appeal has been denied, regardless of any state or federal statutes establishing provisions relating to limitations of actions.

3. Effective April 1, 2018, Article 11, Section 2 is amended in its entirety to state as follows:

2. Special Claims and Appeal Procedures for Distributions Based on Disability. These special claims and appeals procedures shall apply to all claims and appeals for distributions based upon disability. All claims and appeals under this section shall be adjudicated in a manner designed to ensure independence and impartiality of the persons involved in making the determination. Decisions covered by the authority of the Plan regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) making determinations with respect to disability benefits of the Plan will not be made based upon the likelihood that the individual will support the denial of benefits.

(a) Filing a Claim for Distribution Based Upon Disability.

To file a claim for distribution based upon disability, the participant must submit a completed application form, with proof of disability, to the Trust Fund Office. Along with the claim form, the claimant may submit written comments, documents, records or other information relating to his or her claim. The Plan will provide access to and/or copies of all documents, records and other information relevant to the claim, upon request and free of charge. An authorized representative may act on behalf of the claimant in filing a claim for distribution based upon disability under this Plan.

(b) Notification Rules If The Claim For Benefits is Denied.

(1) Time Limits and Requests for Additional Information. If a claim for distribution based upon disability is denied, the Plan will notify the claimant as soon as reasonably possible, but no later than 45 days after the Plan received the claim. That time period may be extended for up to two additional 30-day periods, but only due to matters beyond the Plan's control. If the Plan needs a 30-day extension, it will notify the claimant, within 45 days of receiving the claim, of the following:

- (A) the reason for the delay,
- (B) the expected date of decision,
- (C) the basis on which the decision will be made,
- (D) any unresolved issues preventing a decision now, and
- (E) any additional information the Plan needs to make the decision.

The claimant will then have up to 45 days to provide the specified information. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.

(2) Contents of Notice. The Plan will provide the claimant with written notice if his or her claim for distribution based upon disability is denied. The notice will include the following information:

- (A) a statement of the specific reason(s) for the denial;
- (B) reference to the specific Plan provision(s) on which the denial was based;
- (C) if the Plan's decision relied upon an internal Plan rule, guideline, protocol standard, or similar criterion, applied and relied upon in making the determination, including the basis for disagreeing with the view of health care

in the initial benefit determination. The Board of Trustees will not give deference to the initial determination. Neither a person who made the initial determination nor such a person's subordinate shall have a vote in the decision on appeal.

(3) In deciding an appeal that is based in whole or in part on a medical judgment, the Board of Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The Board of Trustees will identify to the claimant any medical or vocational experts whose advice was obtained by the Plan in connection with the decision, whether or not the advice was relied upon in making the decision. The health care professional consulted on appeal will not be an individual who was consulted in connection with the initial benefit denial, or such a person's subordinate.

(4) The Administrative Office shall automatically provide to the claimant, free of charge, any new evidence or rationales (if any) as soon as possible and sufficiently in advance of the date on which the appeal determination is to be made in order to give the claimant a reasonable opportunity to address the new evidence or rationale prior to the appeal date. The claimant shall have the right to review and respond to new evidence or rationales considered, relied upon or generated by the Plan in connection with the claimant's claim during the pendency of any appeal.

(d) Notification of the Board's Decision on Appeal.

(1) Time Limits. The Board of Trustees will render a decision on appeal at the meeting immediately following the filing of the appeal, unless the appeal is filed within 30 days of the meeting, in which case the decision may be made at the second meeting following the appeal.

(2) If special circumstances require further extension, the decision will be made no later than the third meeting following the filing of the appeal. In such cases, the Plan will notify the claimant in writing of the extension, describing the special circumstances and the date the determination will be made, before the extension begins.

(3) The Plan will notify the claimant of the decision as soon as possible, but no later than 5 days after the decision is made. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.

(4) Contents of Notice. The Plan will send the claimant written notice of the Board of Trustees' decision on appeal. If the appeal has been denied, the notice will include the following information:

- (A) the specific reason(s) for the denial;
- (B) reference to the specific Plan provision(s) on which the denial is based;
- (C) the internal rule, guideline, protocol, standard or other similar criterion, applied and relied upon in making the determination, including the basis for

disagreeing with the view of health care professionals, vocational professionals or with the disability determinations by the Social Security Administration (if no such criterion was used, then an affirmative statement to that effect must be provided);

(D) an explanation of the scientific or clinical judgment for the determination if the denial was based on medical necessity or other similar exclusion or limit;

(E) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of documents, records or other information relevant to the claim;

(F) a description of any further appeal procedures, and the claimant's right to receive information about the procedures; and

(G) a statement of the claimant's right to bring a civil action under ERISA § 502(a) within one (1) year after a claim has been denied.

All notices and disclosures under this subsection shall be provided in a culturally and linguistically appropriate manner. The Administrative Office will also provide customer service with oral language services in the non-English language and provide written notices in the non-English language upon request.

(e) Finality of Claim.

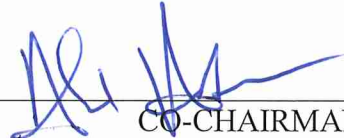
The denial of an application or claim after the right to review has been waived or the decision of the Board of Trustees on petition for review has been issued, shall be final and binding upon all parties, including the claimant. No lawsuit may be filed without first exhausting the above appeals or a showing that the Plan was not compliant with the above procedures (unless the Plan's actions qualify as (i) de minimis; (ii) non-prejudicial; (iii) attributable to good cause or matters beyond the Plan's control; (iv) in context of an ongoing good-faith exchange of information; and (v) not reflective of a pattern or practice of non-compliance). A civil action arising from the denial of benefits must be filed within one year from the date on which the Board of Trustees provides notice that the claimant's appeal has been denied, regardless of any state or federal statutes establishing provisions relating to limitations of actions.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 2-22-18



CO-CHAIRMAN

Date: 2/22/18

**U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)**

SEVENTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 19th of June 2018, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Effective May 1, 2018 Article 7, Section 5 is amended in its entirety to state as follows:

5. The Trustees may, in their sole discretion, authorize loans to an Employee or individual receiving a pension under the U.A. Local No. 159 Defined Benefit Plan (collectively "loan applicant") of the greater of the following amounts, computed as of the last valuation date preceding the date of the loan: (1) 100% of the first \$10,000 of the loan applicant's vested interest in the Plan; or (2) 50% of the loan applicant's vested interest in the Plan, up to \$50,000. The loan shall be evidenced by a promissory note of the loan applicant, assigning to the Trustees, either directly or indirectly, a security interest in the loan applicant's interest in the Plan equal to the outstanding balance of the loan applicant's loan. The loan shall have an interest rate set by the Trustees; shall be subject to plan loan rules adopted by the Trustees; shall be paid in equal installments, at least quarterly; and shall be for a term of no more than five years unless the loan is for the purpose of the acquisition of the loan applicant's principal residence. If a participant is married at the time of a loan, no loan may be secured by the participant's account balance unless the spouse has, within the ninety-day period ending on the date on which the loan is to be secured, given consent in writing, properly witnessed by a Plan representative or notarized. Notwithstanding the above, the Trustees may delegate any or all of the authority to administer any or all aspects of the Plan Loan program to any organization which they deem qualified to do so.

No loan shall be made to an Employee or an individual receiving a pension under the U.A. Local No. 159 Defined Benefit Plan unless it is determined that he or she is creditworthy. A loan applicant seeking a loan shall have his or her loan application reviewed in the same manner and under similar conditions as other loan applicants. Factors considered shall include but not be limited to the loan applicant's income, assets, outstanding loans, or other debt, past repayment record on loan payments and credit report. If a loan applicant is in a bankruptcy action, federal bankruptcy regulations must be complied with before incurring new debt.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 6-19-18



CO-CHAIRMAN

Date: 6-19-18

**U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)**

EIGHTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 16th day of April, 2019, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

- 1. Effective January 1, 2019, amended Article 2, Section 1(b) by deleting subsection (2) in its entirety and renumbering the other sections accordingly.**
- 2. Effective January 1, 2019, amended Article 6, Section 1(d) in its entirety to read as follows:**

(d) upon application of the Employee showing that he or she is suffering a substantial economic hardship and has participated in the Plan for two years. An Employee must have obtained all other currently available distributions under the Plan before applying for hardship. A showing of substantial hardship shall be established if the Employee has an immediate and heavy financial need which cannot be met from other sources. The Employee must represent (in writing or by electronic means) that he or she has insufficient cash or other liquid assets to satisfy the immediate and heavy financial need. The Plan Administrator may rely on such a representation unless the Plan Administrator has actual knowledge to the contrary. The Employee shall be deemed to have an immediate and heavy financial need if the distribution is to be used for: (1) expenses for (or necessary to obtain) medical care that would be deductible under IRC Section 213(d) provided that, if the recipient of the medical care is not listed in Internal Revenue Code Section 213(d), the recipient is the Employee's designated primary beneficiary under the Plan; (2) costs directly related to the purchase of a principal residence for the Employee (excluding mortgage payments); (3) payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Employee, or the Employee's spouse, children, dependents, or the Employee's designated primary beneficiary under the Plan; (4) payments necessary to prevent the eviction of the Employee from the Employee's principal residence or foreclosure on the mortgage on that residence; (5) payments for burial or funeral expenses for the Employee's deceased parent, spouse, children, dependents, or the Employee's deceased designated primary beneficiary under the Plan; (6) expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under IRC Section 165 (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income); or (7) expenses and losses (including loss of income) incurred by an Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA), provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area

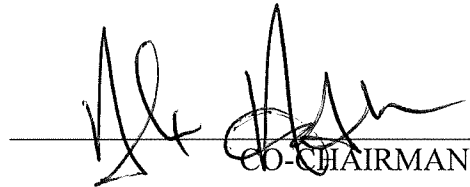
designated by FEMA for individual assistance with respect to the disaster. Distributions under this subsection (d) shall not exceed the lesser of the amount of the Employee's elective contributions shown as of the last annual valuation, or the amount of financial need shown, which can include amounts necessary to pay for any taxes reasonably resulting from the distribution; or

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 4/16/19



CO-CHAIRMAN

Date: 4/14/19